



Setting up Companies
(Formerly Bengal Tools Ltd.)

Work Order

SUBJECT TO KOLKATA JURISDICTION ONLY

Registered Office : 2, Jessore Road,
Dum Dum
KOLKATA
700028 - West Bengal, (WB)

Phone No. 03325502487
Email purchase@shrachi.com
GSTIN No. 19AADCS7466G1ZY
PAN No. AADCS7466G
CIN No. U29100WB1992PLC054541

Order No. PURS/0524/000060
Order Date 20-05-24
Quote No.
Quote Date
Amended No.
Amended Date
Project Code MHPD-1318 EREC
Job No. MHPD-1318 EREC
Indent No. 02INDT/0524/000214
Indent Date 20-05-24

Vendor Details:

Bill To Address:

Name : FIRST CHOICE PROJECTS

Address : C-601, Mayfair Apartment, Osman Nagar Road,
Tellapur, Opposite to My home Aвали, Hyderabad,
502032

State Code & Name 36 - TELANGANA, (TS)
GSTIN ID:d 36AAJFF4430C1ZT

Contact:
Phone/EMail: 7337038222,

BTL EPC LTD.
4-11-4, Near HP Gas Gowdown, Thorrur Road, Mamilla, Hayathnagar Mandal, Ranga Reddy, HYDERABAD, 501505

State Code & Name 36 - TELANGANA, (TS)
GSTIN ID: 36AADCS7466G1Z2

Ship To Address:

The Asst. Divisional Engineer (Stores)

Construction Division, Yadadri TPS (5X800 MW), Dameracherla (Mandal), Verlapalem (Village), TELANGANA, 508355

S. No	Description	HSN / SAC	Annexure Code	Quantity	UOM	Unit Cost	Delivery Date	Amount	CGST		SGST		IGST		
									Rate	Amount	Rate	Amount	Rate	Amount	
1	Supervisor	998521	0	156	MAN DAYS										
	Job No.:MHPD-1318 EREC														
	Indent: 02INDT/0524/000214 20-05-24														
2	Fitter (Piping/Structural)	998521	0	546	MAN DAYS										
	Job No.:MHPD-1318 EREC														
	Indent: 02INDT/0524/000214 20-05-24														
3	Welder (Structural)	998521	0	234	MAN DAYS										
	Job No.:MHPD-1318 EREC														
	Indent: 02INDT/0524/000214 20-05-24														
4	Welder (Piping Arc 6G)	998521	0	312	MAN DAY										
	Job No.:MHPD-1318 EREC														
	Indent: 02INDT/0524/000214 20-05-24														
5	Grinder (Structural)	998521	0	78	MAN DAYS										
	Job No.:MHPD-1318 EREC														
	Indent: 02INDT/0524/000214 20-05-24														
6	Grinder (Piping)	998521	0	156	MAN DAYS										
	Job No.:MHPD-1318 EREC														

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For FIRST CHOICE PROJECTS

For BTL EPC LTD.

Authorised Signatory

Authorised Signatory

Director Project

S. No	Description Ins Note	HSN / SAC	Annexure Code	Quantity	UOM	Unit Cost	Delivery Date	Amount	CGST		SGST		IGST	
									Rate	Amount	Rate	Amount	Rate	Amount
	Indent: 02INDT/0524/000214 20-05-24													
7	Gascutter (Structural)	998521	0	78	MAN DAYS									
	Job No.:MHPD-1318 EREC													
	Indent: 02INDT/0524/000214 20-05-24													
8	Gascutter (Piping)	998521	0	156	MAN DAYS									
	Job No.:MHPD-1318 EREC													
	Indent: 02INDT/0524/000214 20-05-24													
9	Rigger	998521	0	546	MAN DAYS									
	Job No.:MHPD-1318 EREC													
	Indent: 02INDT/0524/000214 20-05-24													
10	Khalaasi	998521	0	546	MAN DAYS									
	Job No.:MHPD-1318 EREC													
	Indent: 02INDT/0524/000214 20-05-24													
11	Welder - IBR/6G	998521	0	156	MAN DAYS									
	Job No.:MHPD-1318 EREC													
	Indent: 02INDT/0524/000214 20-05-24													
12	Helper	998521	0	1092	MAN DAYS									
	Job No.:MHPD-1318 EREC													
	Indent: 02INDT/0524/000214 20-05-24													
13	Electrician	998521	0	78	MAN DAYS									
	Job No.:MHPD-1318 EREC													
	Indent: 02INDT/0524/000214 20-05-24													
14	Safety PPE for workers	998521	0	75	NOS									
	Job No.:MHPD-1318 EREC													
	Indent: 02INDT/0524/000214 20-05-24													
15	Travelling Allowance for 1 sides	998559	0	53	NOS									
	Job No.:MHPD-1318 EREC													
	Indent: 02INDT/0524/000214 20-05-24													
								50,76,750.23	4,56,907.52	4,56,907.52	0.00			
Amount(In Words)										Total	59,90,565.270			
**** FIFTY NINE LAKH NINETY THOUSAND FIVE HUNDRED SIXTY FIVE RUPEES AND TWENTY SEVEN PAISA ONLY														

Terms & Conditions:

- | | |
|---|---|
| <p>1 APPLICABLE TAX & DUTIES</p> <p>2 CONTRACT VALUE</p> <p>3 INSPECTION</p> <p>4 PRICE BASIS</p> <p>5 PAYMENT TERMS</p> | <p>Contract Value included with all Tax & Duties as applicable</p> <p>Rs 59,90,565/-</p> <p>By BTL EPC and/or its client/consultant/any third party</p> <p>Price is firm till the completion of this order</p> <p>> 100 % Travelling allowance payment after mobilisation.</p> <p>> 100 % Safety PPE cost payment after mobilisation.</p> <p>> 100 % payment after submission and certification from SITE RCM.</p> |
|---|---|

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For FIRST CHOICE PROJECTS

For BTL EPC LTD.

Authorised Signatory


Authorised Signatory


Director Project

6 REMARKS

7 SCOPE OF WORK

8 SPECIAL TERMS & CONDITIONS

9 SPECIAL INSTRUCTIONS

> Payments will be done on pro rata basis against the submitted invoices with measurement sheets after certification of actual work executed with mutual agreement.

> Payment will be done in 30days from the date of submission of the invoice.

> Every RA bill to be submitted along with measurement sheets, respective drawings of the work and any approval sheets by FCP.

This Special Terms & Conditions shall prevail over any other term & condition in general & in case of any ambiguity.

Supply of Manpower for Fabrication, Erection, Testing and commissioning of AHP equipment and pipework at 5 x 800 MW Yadadri Thermal Power Station, Telangana.

1. The above rates are for 26 Working Days per month & 12 hrs Duty per day (including Lunch 1 Hour)

2. Additional hours or working on Sundays / state government holidays are calculated for Double OT on pro-rata basis

> Required category of manpower supply by FCP.

> Manpower shall work as per BTL requirement and their guidance.

> Accommodation, electric power and drinking water for manpower by BTL at free of cost.

> Payment to labour, PF, ESIC (wherever applicable) by FCP.

> One-time Basic Safety PPE (Shoes & Helmet) in BTL Scope and to be re-imbursed along with Purchase order by BTL. PPE shall be replaced by BTL on every six months. Same amount shall be reimbursed by BTL.

> Electricity and water for construction by BTL.

> GST - Extra at actuals by BTL as per the prevailing rates mentioned by GOI.

> Statutory Variations in taxes & duties by BTL.

> Monthly Bills to be raised by FCP on 25th of every month.

> Storage for space for FCP office & Store by BTL.

> Clearance/ approval for gate passes, vehicular movement during unloading, storage and movement of equipment to work front during erection at site by BTL.

> BTL to provide 15 days advance notice period to FCP for demobilization.

> Consumables at actual cost to be paid to FCP by BTL with 15% mark up on monthly basis for expeditious execution of the work the Seller shall have the option to use alternate sub-vendors after submission of relevant details as required for approval.

> Basic Tools & tackles, machinery by FCP.

> Support for statutory requirement by BTL.

> Local Issues if any in BTL scope.

> One time Travelling allowance Mob in BTL Scope and De-Mob in FCP Scope.

> Hydra & Tractor, and specified tools for the works other than basic tools in BTL scope.

> Any additional manpower required by BTL shall be intimated well in advance with minimum 15 days' notice to FCP to make necessary arrangement.

> Any support required for workers Hutment same will be provided and reimbursed by BTL.

> Supervisors' accommodation should be outside of the plant premises, and it should be additional, including current and water bills, whatever is applicable. Further, if any accommodation is not available,

FCP will act immediately to provide the accommodation, and the same will be reimbursed for all the rent and its advances, including power and water bills.

> Transportation from the outside to the plant and vice versa will be provided by BTL.

> Any additional requirements needed to stay back of all the workers and to retain them for a safe and smooth stay, FCP will provide, and the same will be reimbursed by BTL.

10 STATUTORY REQUIREMENT

i. Worker Wages Payment, PF, ESI shall be the responsibility of the contractor whom this order has been issued on & should comply with necessary documents as applicable.

11 TIMELINE

As directed by BTL Site Execution Engineer

For FIRST CHOICE PROJECTS

For BTL EPC LTD.

Authorised Signatory

Authorised Signatory

Director Project

1. BACK-TO-BACK PROVISIONS

All the provisions of a BTL's Contract with Employer will have back-to-back application to this Agreement in relation to the Services to which that Contract applies, unless it is agreed specially in this agreement. For the purposes of, "back-to-back application" means that:

- a. the obligations of BTL and the rights and remedies of the Employer under the Contract, including any amendments or variations to them as falsetified to you from time to time, will be deemed incorporated into this Agreement as if:
 - (ii) the obligations of BTL under the Contract were obligations of the yours under this Agreement; and
 - (iii) the rights and remedies of the Employer under the Contract were rights and remedies of BTL under this Agreement;
- b. the provisions of the Contract, as incorporated into this Agreement:
 - (ii) are in addition to the provisions set out in this Agreement; and
 - (iii) will be interpreted in the context in which they are used in the Contract;
- c. to avoid doubt:
 - i. where BTL must meet any relevant date or deadline under the Contract, BTL agrees to use its best endeavors to provide reasonable falsetice to the Sub-contractor but Sub-contractor must meet that deadline or date, whether or falset the Sub-contractor received any relevant period of falsetice specified under the Contract;
 - ii. if any right of suspension or termination is exercised by the Employer against BTL under the Contract with effect from a particular date, BTL may exercise that right against the Sub-contractor with effect from that date;
 - iii. if any payment or refund must be made by BTL to the Employer under the Contract, the Sub-contractor must make that payment or refund to BTL falset less than 2 Business Days before the due date under the Contract or as falsetified by BTL, together with any interest or other amount payable;
 - iv. the parties ackfalseswledge and agree that the effect of subparagraphs (i) to (iii) is that the Sub-contractor may receive a lesser period of falsetice than is specified under the Contract. BTL agrees to use all reasonable endeavors to provide the Sub-contractor with any relevant falsetice as soon as possible after receiving such falsetice under the Contract;
 - v. the falsen-exercise of any right by the Employer under the Contract does falset limit BTL's rights under this Agreement; and
 - vi. same or a similar provision in both the Contract and this Agreement does falset limit BTL's right to rely on or exercise any right under either provision at BTL's option.

2. PERFORMANCE AND COMPLIANCE

- (i) Sub-contractor must meet or exceed all performance standards, benchmarks, targets and related obligations set out in the Contract and this agreement or as determined and advised by the BTL's representative / Project manager from time to time.
- (ii) Sub-contractor must meet or exceed all compliance standards, benchmarks, targets and related obligations set out in the Contract and this agreement or as reasonably determined and advised by the BTL representative from time to time.

3. DOCUMENTS BINDING THIS AGREEMENT:

- (i) NIT published by Employer and its amendment followed by Agreement including supplementary Agreements, if any, between THE EMPLOYER and BTL in respect of the CONTRACT.
- (ii) Pre-Tender Agreements/documents entered between BTL and the EMPLOYER, if any.

4. DISCREPENCY/AMBIGUITY:

In the event of any conflicts or ambiguities between or among this Contract and the Tender document, then the stricter, greater or higher quality requirement shall control. However, where the issue is the scope or quantity of services required from the Sub-contractor, the requirements of this Contract, including its Attachments, shall prevail over any conflicting requirements of the Tender document.

5. CONTRACT VALUE:

The unit rates for payment of item will be strictly as per those contained in this agreement Annexure and the cost specified in there for the above work. These rates shall include all prices like Cement, Steel, Aggregates including all taxes and duties, royalties, carrying charges etc. The Value of work shall be as per Unit Rate as per the agreement and this shall include all taxes and duties applicable. Labour Cess shall be paid by Sub-contractor.

6. Firm Price:

Sub-contractor understands and agrees that this is a firm fixed price contract during project timeline or any extension thereof and that there shall be false allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Contract. Sub-contractor agrees to fulfil its obligations under this Contract, regardless of cost, for the sole and sufficient compensation with false expectation of additional compensation.

7. PAYMENT TERMS AND EXECUTION:

All Payment shall be made by the Employer to BTL. After receipt of above payment to BTL Account, the payment will be released to Sub-contractor in the proportion of their rate. Payment terms shall be Back to Back to the Employer's payment terms agreed for this job with BTL.

- (i) Sub-contractor shall raise invoice as per the rate agreed in this Agreement with GST shown separate for checking of BTL only when payment realization in BTL account.
 - (ii) The quantity approved by the Employer in the Measurement sheet shall be binding to both the parties and the payment shall be released based on the same.
- For avoidance of any doubt; falsetwithstanding anything contained herein Payment of any Fees of Sub-contractor will falset be due until the Employer has paid the fees under the relevant Contract to BTL. AND Sub-contractor shall get payment only when his related to work got certified and payment realized at BTL EPC's account.

8. CONTRACT AGREEMENT BETWEEN BTL AND THE EMPLOYER:

The contract agreement including supplementary agreements, if any, between BTL and the EMPLOYER forms an integral part of this agreement and Sub-contractor shall abide by all terms, conditions & other details set forth in the contract agreement including supplementary agreements, if any, between BTL and the EMPLOYER in its entirely without any reservations whatsoever. Sub-contractor shall hence become automatically liable and solely responsible for due fulfilment of all contractual requirements, terms and conditions of the CONTRACT attributable to his portion of work.

9. PERIOD OF COMPLETION:

Sub-contractor shall complete the portion of his work within the period as mentioned under in BTL's contract with Employer, or as may time extension as may be approved by the Employer.

10. SPECIFICATIONS OF WORK:



Sub-contractor shall undertake all assigned works as per the drawings, specifications, terms and conditions detailed in the Contract and as per the agreement between BTL and the EMPLOYER.

11. GST, CESS etc.:

GST, CESS, Royalty and any other statutory taxes as applicable shall be deducted from all the Bills of BTL and as per contractual provisions this shall be borne by Sub-contractor for their portion of work.

12. LIQUIDATED DAMAGES:

If the EMPLOYER prefers to impose Liquidated Damages or any type of penalty on BTL for any reason whatsoever as per the terms and conditions of CONTRACT, the same shall be borne by Sub-contractor immediately after imposing by the EMPLOYER proportionate to his value of work.

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13. INCIDENTAL EXPENDITURE:

All incidental expenditure whatsoever for due fulfilment of the CONTRACT shall be borne by Sub-contractor.

14. ASSIGNMENT OR SUBLETTING OF CONTRACT:

Sub-contractor shall not at any time, sub-contract, sublet or transfer this contract to any person(s)/firm etc. without previous permission in writing of BTL. Provided that the execution of works by a petty contractor/ Sub-contractor/piece rate worker under the direct and personal supervision of Sub-contractor or their authorized agent shall not amount to subletting within the meaning of this clause. Provided further that where the subletting of a work by Sub-contractor in any case, is permitted by M/s BTL, such subletting shall never be deemed to establish any contractual relationship between the Sub-contractor and BTL and that Sub-contractor shall not, at any time, be absolved of any obligation or responsibility under the contract or any part thereof and shall continue to be responsible for all acts of omission and commission of the Sub-contractor, his agent, servants or workmen as fully and effectually as if the same were acts of omission and commission of BTL.

15. COMPLIANCE WITH ALL LAWS:

Sub-contractor shall comply with all provisions of any laws, rules, regulations or bye-laws relating to the execution of the works under this contract Agreement made by any Government, Local Authority, Local body or Administrator of any local body or any Undertakings for the time being in force or amended or introduced during the currency of CONTRACT including Contract Labour (Regulation & Abolition) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' Liabilities Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Mining Act, 1952, Employees State Insurance Act 1948 and Apprentices Act, 1961, Employee Provident Fund and Miscellaneous Provision Act, 1952, Payment of Bonus Act, 1965, Payment of Gratuity Act 1972, Industrial Employment (Standing Orders) Act 1946, Trade Union Act 1926, Child Labour (Prohibition & Regulations) Act, 1986, Interstate Migrant Workmen's (Regulation of employment & conditions of Service) Act 1979, The Building and other Construction Regulations Of employment and conditions of service) Act 1996 and the Cess act of 1996, Factories act 1948, and rules made under these Acts for the time being or amended or introduced during the currency of the CONTRACT relating to the labour/workmen employed by him. Provide further that sub-contractor shall obtain all licenses from statutory authorities concerned, insurance policies required under the CONTRACT like CAR, Workmen compensation, Public Liability etc. all at their cost. Copies of licenses and live insurance policies shall be provided by Sub-contractor to BTL. Sub-contractor shall indemnify BTL on a stamp paper worth Rs.100/- in the standard format of BTL, which forms part of this Contract Agreement from any loss to BTL on account of disability, of claims against death, partial unsafe construction practices, indulging in subversive activities, wage payment to his Sub-contractors and workmen and employees etc.

16. SUB-CONTRACTOR'S REPRESENTATIONS AND WARRANTIES:

Sub-contractor represents and warrants on each day of any Term that:

- i. it will provide the Services with the high level of care, skill, knowledge, experience and ability which should be expected of an organization providing services of the type of the Services;
- ii. it will provide all Services in accordance with:
 - a. the terms of this Agreement, including without limitation, any provisions all the Contract that are incorporated into this Agreement; and
 - b. all relevant laws, regulations, standards and codes of conduct;
- iii. Neither it nor any of its employees, agents, contractors or related bodies corporate, will engage in any conduct or activity that:
 - a. in BTL's reasonable opinion may harm, or may be likely to harm, the name, reputation or goodwill of BTL or the Employer; or
 - b. is otherwise offensive, illegal, corrupt or disreputable;

17. LIABILITY AND INDEMNITY

Sub-contractor shall indemnify, defend and hold harmless and keep indemnified BTL and its directors, employees, representatives from and against all actions, suits, claims costs, fines, judgements, liabilities and demands (including reasonable attorney's costs) brought or made against the BTL in respect of: (i) any matter or things done or omitted to be done by the Sub-contractor or any of its other Contractors or their respective, employees, workmen, representatives, agents, servants or Sub-contractors in the execution of or in connection with the Services (ii) Sub-contractor's or other Contractor's performance relevant to this Agreement including but not limited to failure to achieve the Project milestones, failure to comply with the Terms and Conditions, applicable laws and regulations of the Governmental Authority and local authorities, failure to obtain the relevant licences and permits, infringing any materials, intellectual property rights and specifically regarding use, storage and disposal of hazardous materials.

18. SAFETY:

All packaging materials should be ECO/ Environment friendly. Sub-contractor shall carry out the works in the safest manner and comply with all safety rules and regulations of the EMPLOYER and Statutory Authorities strictly and without any deviation. Sub-contractor shall provide necessary personal protective equipment to all the workmen engaged by him/his Sub-contractors etc. Sub-contractor shall ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquids/paints etc. as required under the law and/or as advised by the Fire Authorities of the locality and/or of the EMPLOYER. Sub-contractor shall ensure that false temporary combustible structures are built near or around work site. Wherever required, Sub-contractor shall provide Fire Extinguishers/Fire Buckets and water drums in perfect working conditions at all times for fire-fighting purposes. Sub-contractor shall ensure that explosives of any nature are not stored or used on the works or on the site without the permission of the EMPLOYER in writing. In cases where explosives are required to be used for undertaking the works under the CONTRACT and if clearly permitted by the EMPLOYER in writing, Sub-contractor shall store the permitted quantities and types of explosives in a special magazine in accordance with the Explosives Rules. Sub-contractor shall obtain the necessary licenses for the storage and the use of explosives and all operations which or for which explosives are permitted to be employed shall be at sole risk and responsibility of Sub-contractor and they shall indemnify BTL against any loss or damage resulting directly or indirectly there from.

19. DAMAGES TO EMPLOYER'S PROPERTY:

Sub-contractor shall be responsible for making good to the entire satisfaction of the EMPLOYER, any loss or damage to any structure, property etc., belonging to the EMPLOYER/BTL or any other agency including third party, due to fault, negligence or omission or commission, by Sub-contractor employees, agents, representatives or sub-agencies.

20. MEASURES TO PREVENT EPIDEMIC DISEASES:

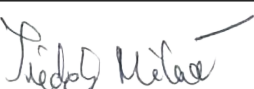


Sub-contractor shall take adequate measures and precautions to prevent spreading of epidemic diseases in or around the work area and in his labour camps.

21. FORCE MAJEURE:

Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, compliance with any order or request of any Governmental authorities, acts of war, rebellion, sabotage, fire, floods, explosions, riots or illegal strikes, provided always that such occurrences result in impossibility of performances of this Contract Agreement. Provided further that only events of Force Majeure, which impede the execution of the contract agreement at the time of their occurrence shall be taken into cognizance.

22. ARBITRATION:

For any dispute arising out of this agreement between the two parties, the dispute shall be referred to the arbitral tribunal to be constituted as per the Arbitration and Conciliation

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Act, 1996. The tribunal shall consist of three arbitrators, in which each party shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator who shall act as the presiding arbitrator. The venue of arbitration shall be at exclusively KOLKATA, India.

23. CONFIDENTIALITY OF DOCUMENT:

This contract agreement between BTL and Sub-contractor shall be kept extremely confidential and neither BTL nor Sub-contractor shall divulge its existence to any individual/firm/company/Institution/Governmental or Private authority etc., whatsoever without express written consent of the other party.

24. UNDERTAKING:

Sub-contractor hereby expressly agrees and undertakes that it will not use BTL name/Logo individually and shall indemnify BTL for any damages that may result in from any such unauthorized usage of name of their name and logo.

25. CORRESPONDENCE WITH EMPLOYER:

As a part of implementation of system, BTL will depute one qualified and experienced engineer as its Project Representative to monitor the progress and check the quality of work at site. He will be reporting directly to Sub-contractor and BTL management on all matters related to the Project. He will be authorized to sign bills, correspond and discuss with THE EMPLOYER on any issues related to the progress, quality, safety etc. It is also agreed that M/s BTL shall also depute a Representative of Sr. Engineering Level and he will directly reporting to BTL only. The purpose of deploying this Representative is to monitor all the site activities/Work Progress, Billing by BTL to Employer and proper communicating to Sub-contractor by BTL. The Deployment / Termination / Alteration of this representative will be done by BTL only. Sub-contractor has to bear the expenses incurring towards the Engineer including the total salary (CTC), mobile charges, food allowances and accommodation etc.

26. Termination for Default:

26.1 BTL may, without prejudice to any other remedy for breach of this contract, by written notice of default, sent to Sub-contractor, terminate this contract in whole or in part.
26.1.1 If Sub-contractor fails to execute works/deliver any or all of the goods/work within the time period(s) specified in this contract, or any extension thereof granted by the BTL
26.1.2 If the Sub-contractor fails to perform any other obligation(s) under this Contract; and
26.1.3 If Sub-contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the BTL may authorize in writing) after receipt of the default notice from the BTL.
26.2 In the event the BTL terminates this contract in whole or in part, the BTL may procure/execute work, upon such terms and in such manner as it deems appropriate, goods/works similar to those undelivered and the Sub-contractor shall be liable to the BTL for any excess cost for such similar goods/works. However, the Sub-contractor
26.3 In the event Employer terminates the contract, this contract shall automatically stand as terminated.

27. Termination for Insolvency:

BTL may at any time terminate this Contract by giving written notice to the Sub-contractor, without compensation to the Sub-contractor if the Sub-contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BTL.

28. JURISDICTION:

All disputes are subject to exclusive Jurisdiction of KOLKATA (West Bengal), India
The Correspondence Office of the BTL will be at
2, Jessore Road, Kolkata 700 028
Tel : +91 33 25502487,

29. MISCELLANEOUS:

- a) WAIVER - The failure of either party to exercise any right hereunder shall not be deemed to be a waiver of such right or any other right, nor a waiver of any continuing or subsequent breach or default of this Agreement by the other party.
- b) SEVERABILITY - Each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If there is any conflict between any term, condition or provision, by law or regulation, the latter shall prevail provided, that any such conflicting term, condition, or provision shall be curtailed and limited only to the extent necessary to bring it within the legal requirements and the remainder of this Agreement shall not be affected thereby
- c) ASSIGNMENT - This Agreement shall not be assigned or otherwise transferred by either party in whole or in part without the express prior written consent of the other party, which consent will not be unreasonably withheld. The foregoing shall not apply in the event either party shall change its corporation name or merge with or have substantially all of its assets acquired by another corporation.
- d) BINDING EFFECT - This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal Partners, successors, and permitted assigns.
- e) ENTIRE AGREEMENT - This Agreement supersedes any previous agreements between the parties hereto, whether expressed or implied, oral or written. The parties represent that there are no oral agreements, representations, or understandings between them which are not set forth in this Agreement, and that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall not be amended or modified except by a writing duly executed by the parties hereto.
- f) COUNTERPARTS - This Agreement may be executed in one or more counterpart copies, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

For FIRST CHOICE PROJECTS

For BTL EPC LTD.

Authorised Signatory

Authorised Signatory

Director Project