







Corp. Office : Shree Laxmi Woolen Mills Estate, 2nd Floor,  
R.R. Hosier, Off Dr. E. Moses Rd. Mahalaxmi, Mumbai - 400 011  
Tel : (022) 3001 6600 Fax : (022) 3001 6601  
CIN No. : L17100MH1905PLC000200

**WORK ORDER**

Work Order No. :	<b>PML/HR/ CIVIL/ 2022-23/ 001</b>			
Date :	23-11-2022			
Reference:	Quotation: NCD/Q/TPML /105/2022 dated 28.10.2022			
<b>M/s. Nagadi Consultants Pvt. Ltd.</b> 106/1D, Kishangarh, Vasant Kunj, New Delhi 110070  GST: 07AAACN6232G1ZP			<b>Kind Attention:</b> <b>Mr. Y. S. Rana</b> Tel : 011 26891980 Email: delhi@nagadi.co.in	
Scope of Work :	Providing Geotechnical Investigation for the Proposed Project at Sohna Ballabhgarh Road, Kabulpur, Sohna, Haryana for The Phoenix Mills Limited			
Location :	Sohna Ballabhgarh Road, Kabulpur, Sohna, Haryana			
Engineer -In - Charge :	Mr. Arvind Sharma			
Rate Validity :	No escalation in rates is allowed within the contract period			
<b>Details :</b>				
1. Contract Value :	<b>₹ 1,25,500</b> <b>Rupees One Lakh Twenty-Five Thousand Five Hundred Only</b>			
2. Taxes :	GST will be paid extra as applicable			
3. Overall Schedule :	Work Start Date : 23.11.2022		Work Completion Date : 22.12.2022	
4. Escalation in Price :	Not applicable.			
5. Payment Terms :	Annexure - 'A' Conditions of Contract			
6. Annexure :	As mentioned below : Annexure - A - Scope of Work and Terms & Conditions. Annexure - B - Bill of Quantities Annexure - C - Brief Conditions of Contract			
<b>Prepared &amp; Checked By</b>	<b>Authorized Signatory</b>	<b>Authorized Signatory</b>	<b>Authorized Signatory</b>	<b>Accepted without any demur</b>
				
Saud Ahmad Sr. Manager Contracts	Shailesh Bandekar AVP Contracts	Shree Vikash V.P. Contracts	Nilesch Louzado Sr. V.P. Procurement & Contracts	<b>Authorized Signatory</b> <b>M/s. Nagadi Consultants Pvt. Ltd.</b>
<b>The Phoenix Mills Limited</b>				

**Annexure-'A' for Work Order No. PML/HR/ CIVIL/ 2022-23/ 001 dated 23.11.2022 Conditions of Contract****Note : Contract condition shall be read in conjunction with relevant contract Clauses****Providing Geotechnical Investigation for the Proposed Project at Sohna Ballabhgarh Road, Kabulpur, Sohna, Haryana for The Phoenix Mills Limited**

Sr.No.	Particulars	Terms & conditions
1	<b>Name of the Work :</b>	Providing Geotechnical Investigation for the Proposed Project at Sohna Ballabhgarh Road, Kabulpur, Sohna, Haryana for The Phoenix Mills Limited
2	<b>Location of work :</b>	Sohna Ballabhgarh Road, Kabulpur, Sohna, Haryana
3	<b>Contract Period :</b>	Start Date : 23.11.2022 ; Completion Date : 22.12.2022
4	<b>Mobilization Advance :</b>	Not Applicable
5	<b>Retention Money :</b>	Not Applicable
6	<b>Payment terms :</b>	Advance Rs. 50,000/- along with the WO Balance against submission of report Payment shall be made within 21 days after certification and verification of invoice/bills.
7	<b>Escalation / variation in Rate :</b>	This is a firm rate contract. No escalation is applicable. For any delay only extension of time may be allowed.
8	<b>Extra Items of Works :</b>	To be executed with prior permissions of client
9	<b>Taxes And Duties :</b>	GST (Goods & Service Tax) – will be paid extra on basic amount as applicable. Contractor has to submit GST paid challans with all supporting documents every month / as and when asked by EIC. Else equivalent amount with applicable penalty will be charged. The taxes as charged on the day of submission of the invoice is applicable and no deviation would be entertained on later date. Under the anti-profiteering clause of MGL the contractor should pass the benefits of GST under this contract. GST TDS & Income Tax TDS will be deducted from the bills as applicable. GST amount will be paid to contractor after GST payment done by Contractor to Govt. Authority and same is reflected on GST Portal
		"as per the terms of this WO subject to the Contractor raising the appropriate GST compliant tax invoice, e-waybill, credit note and undertake GST compliances and filing the correct GST returns enabling the Principal/Company to avail input credit, by mentioning GST Numbers of Principle and contractor in Invoice/ R.A Bills, if any against the GST. In case, there is any error on providing the same to us or in filing appropriate returns, which results in higher tax incidence or interest penalty on us, the same shall be reimbursed from the Contractor by way of credit note."
		TDS under GST & Income Tax would be applicable at prescribed rates under respective acts.
10	<b>Insurance :</b>	Fully under contractors scope . Third party liability shall be maximum Rs. 5 Lakhs for each incident with unlimited numbers of incidents.
11	<b>Liquidity Damage for delay in completion :</b>	liquidity damage at the rate of 1% of contract value shall be charged per week of delay to the maximum limit of 5% of the contract value.
12	<b>Space for Store, and Labour Accommodation :</b>	Space for store shall be provided at site by the owner free of cost if available
13	<b>Electricity Supply :</b>	The Client will provide required power for construction within the premises. Further distribution and removal on completion of project will be done by contractor at his cost.
14	<b>Construction Water :</b>	Construction water shall be provided by Client
15	<b>Mode of Measurement :</b>	All measurement shall be paid as per drawing and joint measurement.
16	<b>Owner's Supply Material at free of cost :</b>	Not Applicable
17	<b>Labour Laws , PF &amp; ESIC :</b>	Contractor is fully responsible according to the contract.

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**Annexure-'A' for Work Order No. PML/HR/ CIVIL/ 2022-23/ 001 dated 23.11.2022 Conditions of Contract**  
**Note : Contract condition shall be read in conjunction with relevant contract Clauses**

Providing Geotechnical Investigation for the Proposed Project at Sohna Ballabhgarh Road, Kabulpur, Sohna, Haryana for The Phoenix Mills Limited

Sr.No.	Particulars	Terms & conditions
18	<b>Safety &amp; Security :</b>	Contractor is fully responsible according to the contract.
19	<b>Quality assurance and control :</b>	Contractor is fully responsible according to the contract.
20	<b>Defect Liability Period :</b>	<b>(12) Twelve Months</b> from the date of Virtual completion of the project.
21	<b>Transportation (any incidental charges) :</b>	Not Applicable
22	<b>Communication :</b>	All communication, correspondence and submission of bill shall be addressed as below: <b>Attn: Mr. Arvind Sharma</b> <b>The Phoenix Mills Limited</b> Shree Laxmi Woolen Mills Estate, R. R. Hosiery Building. Gr. Floor, Opp. Shakti Mills, Dr. E. Moses Road, Mahalaxmi, Mumbai- 400 011 Tel No. 022 30016600

All other terms and conditions remain same as agreed.

The Phoenix Mills Limited

Approved By  
Shreevikash

Accepted by

Authorized Signatory with Company Seal  
M/s. Nagadi Consultants Pvt. Ltd.

**ANNEXURE - 'B' for Work Order No. : PML/HR/ CIVIL/ 2022-23/ 001 dated 23.11.2022****BOQ for Providing Geotechnical Investigation for the Proposed Project at Sohna Ballabhgarh Road, Kabulpur, Sohna, Haryana for The Phoenix Mills Limited**

Sr. No.	Item Description	Unit	Qty	Rate (in Rs.)	Amount (in Rs.)
1	Mobilisation & Demobilization of Drilling rigs & personnel to the site. Minimum 04 Rotary Drilling rigs will be mobilized.	LS	1	35,000	35,000
2	Shifting & Setting of drilling rigs at each borehole location including water expenses for drilling.	Per BH	5	1,500	7,500
3	Drilling 150/76 mm dia. Boreholes up to 12 m depth below EGL or 3 m into hard rock, whichever is earlier. The quoted rate to include conducting SPT at every 1.5 m intervals and collection of UDS in cohesive soil layers alternately with SPT	Per BH	5	9,000	45,000
4	Conducting relevant laboratory tests on soil & rock samples as per IS code specifications. Soil Samples Natural Moisture Content Specific Gravity Grain size analysis Atterberg Limits Direct / Triaxial Shear Test Differential Free Swell test Chemical tests Rock Samples Water Absorption Porosity Specific Gravity Uniaxial Compressive Strength Point Load Index test Modulus of Elasticity Water Samples	Per BH	5	1,000	5,000
	Conducting Electrical Resistivity Tests (ERT) as per IS 1892 & IS 3403, up to 20 m depth by using Wenner's 4-pin method	Each	2	4,000	8,000
6	Excavation of Trial pits of size 1 m x 1 m x 1 m and collection of bulk soil samples for compaction & CBR tests. In the same trial pits, percolation tests to be conducted	Each	2	5,000	10,000
7	Preparation and submission of Geotechnical Investigation report including foundation recommendations in 02 hard copies and 1 soft copy in a CD	LS	1	15,000	15,000
	<b>Grand total (Excluding taxes)</b>				<b>1,25,500</b>

GST will be paid extra as applicable

The Phoenix Mills Limited

Accepted by

  
 Approved By  
 Shreevishash

 Authorized Signatory with Company Seal  
 M/s. Nagadi Consultants Pvt. Ltd.

**ANNEXURE –‘C’**

**Work: Providing Geotechnical Investigation for the Proposed Project at Sohna Ballabhgarh Road, Kabulpur, Sohna, Haryana for The Phoenix Mills Limited**

**B.1 SCOPE OF WORK**

Providing Geotechnical Investigation for the Proposed Project at Sohna Ballabhgarh Road, Kabulpur, Sohna, Haryana for The Phoenix Mills Limited as per attached BOQ

Rate includes all accessories, tools & tackles, equipment & manpower required for execution of work.

**B.2 Schedule of Completion**

**Start Date : 23.11.2022**

**Completion Date : 22.12.2022**

**B.3 Rate**

Rates shall be as per Bill of quantities (BOQ) as per attached annexure – ‘B’.

**B.4 GENERAL CONDITIONS OF CONTRACT**

1. Contractor shall be responsible for working in co-ordination with all the concerned agencies/contractors working at site as directed by the Engineer in charge.
2. The site shall be kept neat & clean at all times throughout the duration of the work at no extra cost to owner & on completion of project the site shall be handed over in a clean condition. Owner reserves the right to do what is necessary to keep the site in neat & clean condition & recover the cost so incurred from contractor.
3. Contractor shall carry out the work as per the direction of Engineer In charge. Contractor shall maintain instruction book at site. The instructions / comments received from the Engineer In charge should be complied forthwith and immediate remedial actions taken by contractor should also be noted therein & shown to Engineer In charge.
4. The work shall be performed in a thorough, efficient & workmanlike manner with due diligence & care according to sound practices as per the prevalent standards.
5. The rates have already been agreed upon considering idle times resulting due to delay in obtaining statutory permissions, etc. or any unforeseen circumstances whatsoever. Therefore raising any claims for the idle labour charges, plant, machineries & equipments or any other reason will not be entertained.
6. List of technical persons & list of equipment/ machinery as & when required by OWNER, to be immediately deployed by Contractor at no extra cost to OWNER. These will become an integral part of this work order. Any changes required in the above from time to time as directed or instructed by OWNER's Engineer shall be complied with forthwith without any additional cost to OWNER.



7. Contractor shall at all times keep OWNER indemnified from all losses, fines, penalties, compensations, expenses, damages, charges, that may arise, out of any actions (either directly or indirectly), that are taken by Contractor on the basis of this contract awarded to Contractor.
8. It is understood that Contractor have inspected the site of works at **The Phoenix Mills Limited** to ascertain the nature of site, access thereto, working hours and labour rates prevalent in the area, and all other matters affecting Contractors price in the tender for execution and the completion of the work.
9. Contractor shall employ only Indian Nationals after verifying their proper antecedent's honesty and loyalty to the Company & Country. Contractor shall ensure that no person of doubtful antecedents and nationality is in any way associated with only work.
10. No equipment / machineries brought in by Contractor can be taken away from site by any of Contractors agents or creditors, etc. without the written consent of OWNER and only the Engineer in charge is authorized to sign such authority letters.
11. It should be clearly understood that no escalation or price increase of any nature is admissible during the entire period of this contract till completion of the same. The rates agreed upon under this contract for various items of works are firm, final & binding and shall not be revised upwards under any circumstances.
12. Owner reserve the right to increase/decrease the quantum of work without any change whatsoever in the rates. Owner reserve the right to terminate the work in case of inferior/irregular workmanship, as may be determined solely & at the discretion of OWNER.
13. The Project In charge or his representative of OWNER shall have full powers (without giving any reasons) at his discretion to ask the agency immediately to cease to employ in connection with this contract any representative, agents, servants, workmen, or employees whose continued employment in his opinion is undesirable. Contractor shall not be allowed or paid any compensation on this account.
14. Contractor, Contractors agents, employees and work people shall observe all the rules promulgated by the company & Client & their bodies/representatives. Nothing extra shall be admissible for any man-hours etc. lost on this account.
15. Thorough search of all persons and transport vehicles shall be carried out at the gate and for as many times as gate is used for entry and exit and may also be carried out any time or any number of times by the company at the work site.

**B.5 SPECIAL CONDITIONS OF CONTRACT:**

1. The OWNER will provide required power for construction within the premises at one point. Further distribution and removal on completion of project will be done by contractor at his cost. In case of breakdown or stoppage in between contractor has to make alternate arrangement. No claim will be entertained in future for commercial and extension in time towards same.
2. Construction and Drinking water shall be arranged by contractor at his own cost.





**3. Extra item**

- I. Cost of material + Cost of labour + Cost of machineries and equipments+ 10% towards OH & profit + Actual tax as applicable.
  - II. Before execution of any extra item of the work, approval from EIC is mandatory, without approval any work executed shall be constructed as unauthorized work and liable to be rejected for payment.
4. Without prejudice to any other rights or remedies available to the Owner under the Contract or in law, if Contractor, for any reason other than Force Majeure, suspension of work by Owner in terms of the Contract, and issuance of Alteration Order, fails to achieve the targets specified in the Progress Schedule by their due date or fails to complete the Work in accordance with the Completion Period, Contractor shall be liable to pay to Owner, as ascertained and agreed **liquidated damages** not amounting to penalty, an amount equivalent to **1%** of the Total Contract Value for each week of delay or part thereof subject to a maximum of **5%** of the Total Contract Value.

Owner may, at its sole discretion, and without prejudice to its right to recover any or all of the liquidated damages by any other method of recovery, deduct the amount of such liquidated damages from any monies due or which may become due to Contractor.

The payment or recovery of sums hereunder shall not relieve Contractor from any of its other obligations and liabilities under the Contract

6. It shall be Contractors duty and responsibility for sorting out problems, difficulties, troubles and bottlenecks on & around the work sites and to take appropriate remedial steps immediately to completely ensure that all works are carried out properly, smoothly and within the stipulated time limit, without any sort of financial liability and or any responsibility on OWNER.
7. This contract shall not be assigned or transferred or sublet in any manner whatsoever without the previous written approval of OWNER. If Contractor shall assign or transfer or sublet or attempt to do so then OWNER may by notice in writing rescind the contract and in that event Security deposits and all other deposits retention monies shall stand forfeited and be absolutely at the disposal of OWNER and in addition thereto Contractor shall not be entitled to recover or to be paid for any work therefore actually performed under this work order / agreement.
8. If and when Contractor neglect or refuse to execute the construction as per this works order / agreement or if the Company is adjudged as an bankrupt / insolvent or goes into Liquidation, then OWNER is entitled to terminate this works order, / agreement and take possession of the premises along with all materials, and other plant, machineries, equipments and other assets and also work out OWNER's rights against guarantors, Bank guarantors, sureties, Insurers, Office of the Liquidators, courts of laws, others as the case may be. Contractor will not be entitled to the Final payment or any unpaid balances unless and until they deliver to OWNER satisfactory releases and waivers of all claims of any sub contactors, labours, proof of all payments made to various Government departments, Municipalities or other authorized bodies, of various liabilities or dues, that fell upon Contractor in connection with this Work Order / Agreement.
9. Rates quoted shall be deemed to allow for all minor details, which are not specifically shown on drawings or in specifications but are essential for the execution of work and



services in workman like manner and sound construction practice. In case of difference of opinion between the agency and Site In Charge or his representative as to whether or not certain item of work constitutes 'Minor Details' which is deemed to have been included in the agency's quoted rate, the decision of the Managing Director or his representative of the company shall be final, conclusive and binding on all.

#### **B.6 STATUTORY PROVISIONS:**

1. Contractor as a sub-contractor shall be completely responsible for complying with all statutory provisions and obligations of various acts, laws, rules and regulations, policies etc. including but not limited to the Contract Labour Act against risk & cost, Labour Insurance Policies, Workmen's Compensation Liability under the Workmen Compensation Act and all amendments thereto ESIC/Acts, PF Act, rules, regulations, etc. shall be complied and followed completely by Contractor and shall be to Contractors account. Contractor shall provide documentary evidence by submitting copies of such policies to our engineer in charge at Site.
2. In every case in which by virtue of any sections of Workmen's Compensation Act, OWNER is obliged to pay compensation to any workmen / person(s) employed over the entire work site, in execution of the works order / agreement, OWNER shall recover from Contractor the amount of compensation payable/ paid and without prejudice to the Rights of OWNER to recover such amounts or any part thereof by deducting it from security deposits or any other deposits, retention monies or from any sums due by OWNER to Contractor. OWNER shall never be bound to contest any claims made against it, under the said Act.
3. It shall be Contractors sole responsibility to comply with all concerned Statutory Acts and Laws and various Liabilities during the entire period of the project till its satisfactory completion e.g. Contractor shall ensure that all types of Labour Laws, necessary insurance policies to be taken out for men, equipment, vehicles, minimum wages act, Provident Fund Act, Employees State Insurance Act, and also to pay to the Government all taxes and any other dues which arises out of this contract being given to Contractor. If any kind of License is to be obtained in the name of OWNER relating to Contractors scope of work, then Contractor shall have to submit and follow up for the same at Contractors cost.
4. Contractor without limiting Contractors obligations & responsibilities shall prior to commencement of work insure the risk arising out of accident, riot, fire, theft or any natural calamities, bandhs, etc., and for which the OWNER shall not be liable. However if Contractor fail to effect & keep in force various insurance policies referred above, or do not comply with Contractors obligations and responsibilities, then OWNER may effect and keep in force such insurances and pay such premium or premiums, and fulfill such other obligations as may be necessary from time to time and deduct / recover the said amounts payable/ paid from amounts due to Contractor at any and all times.

#### **B7. PROVIDENT FUND & ESIC:**

As per Mumbai state Regulations Contractor should be registered with Regional Provident Fund Commissioner, Mumbai. Contractor shall pay PF & ESIC of all Employs/Staff/Laboures working at our site failing which; all penalties shall be borne by Contractor. Contractor should produce the challans of the same to OWNER as a proof of submission.





**B.8 TAXES**

GST (Goods & Service Tax) – will be paid extra on basic amount as applicable. Contractor has to submit GST paid challans with all supporting documents every month / as and when asked by EIC. Else equivalent amount with applicable penalty will be charged. The taxes as charged on the day of submission of the invoice is applicable and no deviation would be entertained on later date. Under the anti-profiteering clause of MGL the contractor should pass the benefits of GST under this contract. GST TDS & Income Tax TDS will be deducted from the bills as applicable.

GST amount will be paid to contractor after GST payment done by Contractor to Govt. Authority and same is reflected on GST Portal

"as per the terms of this WO subject to the Contractor raising the appropriate GST compliant tax invoice, e-waybill, credit note and undertake GST compliances and filing the correct GST returns enabling the Principal/Company to avail input credit, by mentioning GST Numbers of Principle and contractor in Invoice/ R.A Bills, if any against the GST. In case, there is any error on providing the same to us or in filing appropriate returns, which results in higher tax incidence or interest penalty on us, the same shall be reimbursed from the Contractor by way of credit note."

TDS under GST & Income Tax would be applicable at prescribed rates under respective acts.

**B 9. SAFETY & SECURITY:**

1. Contractor shall be totally responsible for entire safety of Contractors labours, supervisors, and surrounding areas of the Work sites where Contractor work and Contractor shall procure and use Safety Items such as Safety Shoes, Safety Belts, Safety Gloves, Helmets, Mask, goggles, etc. and various other protective equipments to ensure that the workers are working under utmost safety conditions. Contractor shall ensure the immediate availability of proper & adequate First Aid Facilities to all Employees / Workmen employed by Contractor at work sites.
2. Contractor shall be responsible for the security of Contractors equipment, machinery, tools & tackles etc. Any losses, theft, pilferages, damages that may occur to any equipment, machineries, vehicles and other assets, which are kept on work sites by Contractor, shall be at Contractors own cost and consequences. Contractor shall make such pilferages/damages good on time to meet contract completion schedule.

OWNER is totally absolved from any type of losses or consequences whatsoever under any circumstances.

**B.10 TRANSPORTATION**

The price mention is inclusive of all incidental chargers of Transportation.

**B.11 TERMS OF PAYMENT**

Advance Rs. 50,000/- along with the WO

Balance against submission of report

Payment shall be made within 21 days after certification and verification of invoice/bills..

**B. 12 RETENTION MONEY**

Not Applicable



**DEFECT LIABILITY PERIOD**

(12) Twelve Months from the date of Virtual completion of the project.

**B.13 AMENDMENTS**

No Variation in or modification in this shall be made except by written amendment signed by the parties.

**B.14 JURISDICTION:**

The work order & all other matters & subject arising, shall in all respect be construed and operative in conformity with Indian laws and shall be subject to the Jurisdiction of Courts in Mumbai only.

**B.15 ARBITRATION:**

In the event any dispute or controversy between the Parties, which cannot be resolved amicably within 30 days of its being communicated in writing, shall be settled by arbitration in accordance with and subject to the Indian Arbitration and Conciliation Act 1996 and any modification thereto. The Parties shall select one arbitrator by mutual consent and in case the Parties do not come to mutual consent within 30 days, either Party can approach the Indian Council of Arbitration for appointing a Sole Arbitrator. The arbitration proceedings shall be conducted in English and the place of Arbitration shall be Mumbai. The arbitration decision and award shall be binding on both Parties. The costs of the Arbitration shall be borne equally between the Parties.

**B.16 TERMINATION OF CONTRACT:**

During the term of this Contract the Client shall have right to terminate this Contract without cause, and without providing any reason there for, by providing a 1 (one) month's notice in writing to Contractor. Similarly Contractor can terminate the Contract with or without assigning any reason whatsoever by giving 3 (three) month's notice to the Client.

**B. 17 BILLING ADDRESS**

All communication, correspondence and submission of bill shall be addressed as below:

**Attn: Mr. Arvind Sharma**

**The Phoenix Mills Limited**

Shree Laxmi Woolen Mills Estate,

R. R. Hosier Building. Gr. Floor,

Opp. Shakti Mills, Dr. E. Moses Road,

Mahalaxmi, Mumbai- 400 011

Tel No. 022 30016600

**Anti-Bribery and Corruption clause**

The Business Partners or Vendors or any Third Parties dealing with **The Phoenix Mills Limited ('PML' or 'Company')** agrees and undertakes that it has during the process of negotiations and finalization of the contractual/ business terms and shall during the course of the Agreement, abide by all Anti-Bribery and Corruption Laws of the land including but not limited to:



- a. The Prevention of Corruption Act, 1988 and or any other Anti-Bribery and Corruption law related acts and/or any amendment or modification of such Acts/Laws from time to time;
- b. Any and all Anti-Bribery and Corruption laws and or regulations currently applicable or may be applicable due to change in regulatory landscape in any jurisdiction which may be applicable to the respective Business Partners, Vendors or any Third Party dealing with the Company, for the terms of implementation of this Agreement or any agreement to be entered into pursuant to it; and
- c. In sum and substance the foreign Anti-Bribery and Corruption laws i.e. United States Foreign Corrupt Practices Act ('FCPA'), United Kingdom Bribery Act ('UKBA') and The Canadian Corruption of Foreign Public Officials Act ('CFPOA');

The Business Partners, Vendors or Third Parties agrees and confirms that it or any associated person/third party has not made, offered, paid, promised or authorized, and will not make, offer, pay, promise or authorize, or commit any act, including but not limited to gifts or anything of value directly or indirectly, to influence a decision or gain an improper or unfair advantage in promoting, enhancing or retaining business for the work/business dealing for PML. This includes obtaining licenses or regulatory approvals, preventing negative government actions, reducing taxes, avoiding duties or customs fee, or blocking a competitor from bidding on business.

Gifts or other considerations (including cash) may be construed as bribes and may be to public officials or private parties.

The Business Partners, Vendor and Third Parties agrees and undertakes that it shall maintain accurate books and records pertaining to this agreement.

The Business Partners, Vendor and Third Parties also agrees and undertakes to provide all information related to any potential violation of the above laws, if it happens, and shall allow **PML** or any third party, who will be under non-disclosure agreement with Business Partner, Vendor or the Third Party, appointed and authorized by **PML** to audit its books and records, if any such incident happens.

The Business Partner, Vendor and Third Party also undertakes that it will make sure that the staff or team members or associated persons who will be performing the said agreement will comply with **PML's** Anti Bribery and Corruption Policy and Code of Conduct Policy ('referred as Policies') in sum and substance, which its staff, team members and associated persons performing the said Agreement have read, understood and signed in acknowledgement and will not violate PML's Policies or any applicable Anti-Corruption Laws. If there is any non-compliance by any team member of **PML's** Policies while executing the assignment the Business Partner, Vendor and Third Party shall be responsible and liable for the same.

