RELIANCE FOUNDATION HOSPITAL TRUST
Kapol Building, 1st Floor, Raja Rammohan Roy Road
Girgaon, Mumbai, Mumbai-400004, MAHARASHTRA, INDIA
Telephone : 0091-22 -9321704231/23848935
Email: RFH.PNC@rfhospital.org

WORK ORDER

To	Work Order No. : MH3/930010955
7007418 AEON AIRCONDITIONING SOLUTIONS OFFICE 108 &109, DEVASHREE GARDEN COMMERCIAL COMPLEX, ABOVE SHEETAL DAIRY, RUTU PARK, THANE MAHARASHTRA Pin Code : 400601 INDIA	Date : 23.05.2026 Contractor's Quot. Ref : Date : Our Ref :
Phone : +91-22-31216896 Fax : E-Mail : ASIM.SHAIKH@AEONACSOLUTIONS.COM Attention : MOHAMMED ASIM SHAIKH	GSTN Of Biller : 27AYYPS2229K1ZK Bill From State : Maharashtra Bill From : 7007418

This WORK ORDER, the SPECIAL CONDITIONS OF CONTRACT, the GENERAL CONDITIONS OF CONTRACT, the annexures enclosed to each of the foregoing, including any other document forming part of CONTRACT DOCUMENTS contain all the express terms and conditions of contract of supply of SERVICES ordered pursuant to this WORK ORDER and confirms and supersedes the LETTER OF COMMITMENT (if any) issued by COMPANY. CONTRACTOR agrees to supply the SERVICES, including all DELIVERABLES in full accordance with the foregoing terms and conditions. Capitalized terms used in this WORK ORDER but not defined in the WORK ORDER shall have the meaning ascribed to such terms in the foregoing SPECIAL CONDITIONS OF CONTRACT and GENERAL CONDITIONS OF CONTRACT. CONTRACTOR shall sign and return this WORK ORDER acknowledging the acceptance of this WORK ORDER within three (3) days of receipt at the communication address mentioned in this WORK ORDER. If acknowledgement is not received within three (3) days, this WORK ORDER will be deemed accepted by the CONTRACTOR. No other form of acceptance shall be binding on the PARTIES. For all future correspondence please quote this WORK ORDER NUMBER.

WO Period From DT : 23.05.2026 To DT : 30.07.2026	Value of Work	INR	128,778.00
	SGST/UGST	INR	11,590.02
	CGST	INR	11,590.02
	TOTAL ORDER VALUE	**INR**	**151,958.04**

Value in Words :(Rs. One Lakh Fifty One Thousand Nine Hundred Fifty Eight and Paise Four only)

For other details, please refer line items.

Delivery Terms : N/A RFH SITE
Engineer in Charge : SH. SANDEEP / SH. LALIT / SH. ROHIT

Payment Terms : See Page Inside

	for RELIANCE FOUNDATION HOSPITAL TRUST	CONTRACTOR'S Acceptance
BUYER : Kadam	Authorised Signatory	**Signature Title Date**

WORK ORDER

W.O.Number MH3 / 930010955 Dt.23.05.2026
Page No: 1

SITC HVAC LOW SIDE WORKS FOR C901 VIVERA FLAT AT RELIANCE FOUNDATION HOSPITAL TRUST.

No	Item Code	Material/Work Description	Quantity	UOM	Price Details	Unit Rate		Amount (INR)
1		SITC HVAC-LOWSIDE -VIVERIA TOWER C 901	1	AU				
		SITC HVAC-LOWSIDE WORKS -VIVERIA TOWER C901 AS PER SCOPE OF WORK AGREED AND DIRECTIONS OF EIC Dismantling of Existing Hi Wall Units Standard Installation, Testing & Commissioning of Hi Wall Unit Refrigeration Piping Interconnecting Cable Indoor & Outdoor Drain Pipe Nitrogen Flushing,Pressure Testing, Vacummizing, Testing Lifting Shifting of Existing Unit						
					Value of Work		INR/AU	128,778.00
					SGST/UGST	9.00	%	11,590.02
					CGST	9.00	%	11,590.02
		Service Accounting Number: 9987						

The item covers the following Work :

10	2000554	DISM OF HIGH WALL SPLIT UNIT U/TO 2TR	5	EA - each			
					Net value of item	800.00	4,000.00
		Dismantling of high wall split unit up to 2 TR as per drawing and as directed by EIC					
20	1000247	ITC OF 2 TR IDU UNIT	5	EA - each			
					Net value of item	1,700.00	8,500.00
30	2002356	SUP,LAY,TEST & COM OF REFRIG CU PIPING	69	M - Meter			
					Net value of item	1,250.00	86,250.00
		Supply, Laying, Testing and commissioning of refrigenrant copper piping of required diameter with insulation as per drawing, specifications and as directed by EIC					
40	2007467	P&L 2CX1.5 MM2 COMM CABLE	79	M - Meter			
					Net value of item	150.00	11,850.00
50	1001906	INSTALLATION DRAIN PIPE	6	M - Meter			
					Net value of item	113.00	678.00
60	2006579	NITROGEN PRESSURE TESTING OF CU PIPING	5	LOT - LOT or Lumpsum			
					Net value of item	1,500.00	7,500.00
70	1001698	OLD UNIT LIFTING & SHIFTING	1	EA - each			
					Net value of item	10,000.00	10,000.00

Total Value of Work	**INR**	**128,778.00**
Total SGST/UGST	**INR**	**11,590.02**
Total CGST	**INR**	**11,590.02**
Total Order Value:	**INR**	**151,958.04**

Enclosure Summary :
EXHIBIT A:-SPECIAL CONDITIONS OF CONTRACT
EXHIBIT B:-GENERAL CONDITIONS OF CONTRACT
EXHIBIT C:- SCOPE OF WORK
EXHIBIT D:-SITE SAFETY & SECURITY GUIDELINES

Terms of delivery :
Delivered at Place - VIVERIA TOWER C901 RELIANCE FOUNDATION HOSPITAL TRUST

Shipping instructions :
The material to be delivered during working office hours i.e 09:00AM to 05:00PM (Excluding sundays / Public Holidays)

Terms of payment :
30% PAYMENT AFTER 30 DAYS FROM COMMISSIONING

Vendor Bank Details:
Bank Account No. : 50200040979881
Bank Name : HDFC BANK LTD
City : THANE WEST

Liquidated Damages :
NOT APPLICABLE.

Guarantees / Warranties :
12 MONTHS

Engineer-In-charge :
SH. SANDEEP / SH. LALIT / SH. ROHIT

Delivery :
Work Period : 30.07.2026

Note(S): 1. It is essential that the Contractor shall mention ItemNo. & Item code along with corresponding Material/Work Description and W.O.No. as mentioned above, in the Delivery challan (On-Shore Order), Measurement sheet and invoice for ease of material Inwarding, Certification of work and Bill Processing. Failure to do so may be the grounds for the rejections(s) or delay in release of payment(s).

PLANT REGISTRATION NO. : 27AANTS2921H1Z8

WORK ORDER

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EXHIBIT A:

SPECIAL CONDITIONS OF CONTRACT
Contents

1. DEFINITIONS:
2. TERM OF CONTRACT
3. SCHEDULE OF RATES
4. COMPENSATION
5. PERFORMANCE SECURITY / SECURITY DEPOSIT
6. PRICE ESCALATION
7. PRICE ADJUSTMENT RELATED TO PERFORMANCE (NOT AMONTING TO PENALTY)
8. PAYMENT TERMS AND WORK MEASUREMENT
9. TAXES AND DUTIES
10. LABOUR LAW AND COMPLIANCES
11. TERMINATION (Only if exception to GCC)
12. DEFECTIVE WORK
13. BILL SUBMISSION
14. CLOSURE OF CONTRACT
15. RELEASE OF SECURITY DEPOSIT
16. CONTRACTOR'S EMPOYEE

Annexure A-1 for Clause 10: GUIDELINES FOR COMPLIANCE WITH APPLICABLE LABOUR LAWS
ANNEXURE A-2: UNDERTAKING
ANNEXURE A-3: SBLC FORMAT

1. DEFINITIONS:

Unless the context otherwise requires, the capitalized terms not defined in this SPECIAL CONDITIONS but used in this SPECIAL CONDITIONS shall have the same meaning given to such terms in the GENERAL CONDITIONS. The capitalized terms that are used in this SPECIAL CONDITIONS and not defined in the GENERAL CONDITIONS, unless the context otherwise requires, have the same meaning given to such terms as under: SPECIAL CONDITIONS means the terms and conditions set forth in this EXHIBIT A.

1.1 "AUTHORIZED REPRESENTATIVE" is an employee of RELIANCE FOUNDATION HOSPITAL TRUST who is made in charge of Coordinating the specific job envisaged in the CONTRACT.

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1.2 "BUYER" shall mean the representative of OWNER.

1.3 "CENTRAL TAX (CT)" means the Central Goods and Services Tax levied under and at such rates as the Central Goods and Services Tax Act, 2017, rules, notifications, and circulars thereunder for the time being in effect provide for.

1.4 "COMPENSATION CESS" means the cess levied under Goods and Service Tax (Compensation to States)
Act 2017, rules, notifications and circulars thereunder for the time being in effect provide for.

1.5 "CONTRACTOR PERSONNEL" shall mean the person of CONTRACTOR who performs the Services at Work SITE.

1.6 "DRAWINGS" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the ENGINEER-IN-CHARGE and such other DRAWINGS, as may, from time to time be furnished or approved in writing by the ENGINEER-IN-CHARGE.

1.7 "GST" means the applicable Goods and Service Tax being (i) (a) CENTRAL TAX, and (b) STATE TAX or UNION TERRITORY TAX, or (ii) INTEGRATED TAX; (c) COMPENSATION CESS, and (d) any other levy payable in accordance with and as set forth in the GST LAW.

1.8 "GST AMOUNT" means the amount of GST required to be paid by a taxable person is under the applicable GST LAW with respect to the SERVICES supplied or to be supplied in compliance with the GST LAW.

1.9 "GST LAW" means the Central Goods and Services Tax Act, 2017, the State Goods and Services Tax Acts
passed by the States in the Republic of India, Integrated Goods and Services Tax Act, 2017, the Union Territory Goods and Services Tax, 2017, the Goods and Service Tax (Compensation to States) Act 2017, or any other statute or ordinance issued as a part of GST regime and the rules, notifications, and circulars under each of the foregoing for the time being in effect, as applicable to the supply of GOODS or SERVICES.

1.10 "GSTN" means the Goods and Services Network established under or in accordance with the APPLICABLE
LAW.

1.11 "INTEGRATED TAX (IT)" means the Integrated Goods and Services Tax levied under and at such rates the Integrated Goods and

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Services Tax Act, 2017, rules, notifications, and circulars thereunder for the time being in effect provide for.

1.12 "INVOICES" means invoices, bills, RA Bills, RUNNING ACCOUNT BILLS, by whatever name called to be issued by the CONTRACTOR to the OWNER as set forth in the CONTRACT.

1.13 "MANPOWER" means all CONTRACTOR personnel, SUBCONTRACTOR personnel, Consultants and representatives engaged by CONTRACTOR or any SUBCONTRACTOR in connection with the performance of this CONTRACT.

1.14 "MONTH" shall mean that satisfactory completion of the one month's scheduled job as per SCOPE OF WORK by CONTRACTOR out of total Service CONTRACT.

1.15 "ORDER AND INSTRUCTIONS" shall mean any written order or instructions given by the OWNER within the scope of their respective powers in terms of the CONTRACT.

1.16 "PLACE OF SUPPLY" with respect to SERVICES means the place of supply as determinable in accordance with the GST LAW.

1.17 "RUNNING ACCOUNT INVOICE" means the Invoice(s) submitted by the CONTRACTOR on
Monthly basis for the work(s) carried out during the immediately preceding MONTH.

1.18 "SCOPE OF WORK" shall mean the totality of the work envisaged in the CONTRACT and shall
Include all plant, equipment, appliances, labour, and material of whatsoever in nature for the use, in or for execution, completion, operation or maintenance of the Work.

1.19 "STATE TAX (ST)" means the State Goods and Services Tax levied under and at such rates the State Goods and Services Tax Act, 2017, rules, notifications, and circulars thereunder for the time being in effect provide for.

1.20 "SUB CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or Company.

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1.21 "SUPPLIER & VENDOR" shall mean the CONTRACTOR.

1.22 "TENDER" means the Tender / Quotation / Offer submitted by the CONTRACTOR for acceptance by the OWNER.
1.23 "TOTAL CONTRACT VALUE" shall mean the total value of the CONTRACT thereof including all the additions to or deletions from and ALTERATIONS / revisions for any particular Work.

1.24 "UNION TERRITORY TAX (UTT)" means the Union Territory Goods and Services Tax levied under and at such rates the Union Territory Goods and Services Tax, 2017, rules, notifications, and circulars thereunder for the time being in effect provide for.

2. TERM OF CONTRACT

2.1 The CONTRACT shall be for a period one year which will commence from the EFFECTIVE DATE of CONTRACT and may be extended or terminated by the OWNER or the CONTRACTOR in accordance with the terms of the CONTRACT.

2.2 The work shall be performed in accordance with the applicable codes and practices.

2.3 OWNER reserves the right to off load part or total quantum of the job depending upon the exigencies.

2.4 If the quality of job carried out is not as per standards specified in the CONTRACT and not to the satisfaction of EIC/AUTHORIZED REPRESENTATIVE whose decision will be final and binding on the CONTRACTOR, the same job will be got done by employing any other CONTRACTOR and the charges paid to other agency plus 20% will be recovered from the CONTRACTOR's bill

2.5 The CONTRACTOR shall work as per instructions & priorities given by EIC / AUTHORIZED REPRESENTATIVE

2.6 Execution of job includes execution of all preceding and connected jobs.

2.7 The CONTRACTOR would enter into secrecy agreement with OWNER with respect to all DRAWINGS, design documents / information that they may come across during course of execution of the job.

2.8 The CONTRACTOR has to give an undertaking as per the Annexure A-2 attached before start of the CONTRACT.

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2.9 In the event of non-availability of consumable and other materials (under OWNER scope), the CONTRACTOR shall arrange to procure and supply the same on specific request made by ENGINEER-IN-CHARGE and the CONTRACTOR is entitled to charge the actual reasonable market cost of the same plus 5 % (Five percent) for all such supplies. The purchase should be done from a GST registered party only. The claim should be supported by the original copy of Invoice with gate entry stamped as per Exhibit B.

2.10 The OWNER may call upon the CONTRACTOR at his own cost and expenses to procure and /or arrange procurement of specific minor materials which are not covered in the Schedule of Rates. The CONTRACTOR shall be paid the actual cost of the said materials plus 5% (five percent) of such cost to cover the CONTRACTOR's overheads and profits. All such procurement shall be done after written INSTRUCTION and acceptance of the rates from ENGINEER-IN-CHARGE. The purchase should be done from a GST registered party only. The claim should be supported by the original copy of the cash memo with gate entry stamped as per Exhibit B.." #

3. SCHEDULE OF RATES

Applicability of rates shall be on itemised unit rates specified for each item of service, work or job that forms part of Exhibit C.
The value given in the contract order is the maximum value of contract and does not guarantee the award of job for the full value. Payment will be made on the basis of actual work done.

4. COMPENSATION

This ARC is a rate agreement for all the works that may be entrusted to the CONTRACTOR during the contract period. For the purposes of accounting, the OWNER may issue different CONTRACT Orders whether on rate agreement basis or with quantities (One Time Orders).

5. PERFORMANCE SECURITY / SECURITY DEPOSIT - (Not Applicable)

5.1 As security for due performance by CONTRACTOR of its obligations under the CONTRACT including
(for the purposes of clarification) security against any and all losses, damages, costs, expenses and claims that may be caused to or suffered or incurred by OWNER by reason of any breach by

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CONTRACTOR of its obligations under the CONTRACT or failure to perform any duty, the CONTRACTOR shall, at OWNER's option, within fifteen (15) days of issuance of the Work Order:

i. furnish to OWNER a duly issued, absolute, on-demand, unconditional and irrevocable performance security performance guarantee payable on demand in a the form of Stand by Letter of Credit ("SBLC") and from a bank acceptable to OWNER and in for an amount the amount specified by OWNER, 5% of the Annual CONTRACT value. Any and all payment to OWNER under such performance security guarantee (SBLC) shall be without reference to CONTRACTOR. Such guarantee performance security (SBLC) shall be in effect from the date of its issuance through and until the date which is six (6) months beyond the date of expiry of the Defects Liability Period with respect to last of the work performed during CONTRACT Period but in any event for a period not less than eighteen (18) months from the end of the CONTRACT Period. All the costs and expense associated with such guarantee performance security (SBLC) shall be borne and paid by CONTRACTOR;

In case the CONTRACT Period is more than one (1) year, and unless the performance security provided is effective for a period of not less than eighteen (18) months from the end of the CONTRACT Period and if OWNER has permitted when the CONTRACT was entered into that the performance security shall be extended on a year on year basis, then the performance security provided by the CONTRACTOR shall be extended on a year on year basis in a manner such that it is effective from the date of its issuance through and until the date which is six (6) months beyond the date of expiry of the Defects Liability Period with respect to last of the work performed during the last of the CONTRACT Year but in any event for a period of eighteen (18) months from the end of the last of the CONTRACT Year. The instrument of performance security shall contain a clause for an automatic extension on a year on year basis in the form and substance acceptable to OWNER in order that the performance security is valid and alive for the period of eighteen (18) months from the end of the last of the CONTRACT Year; or

ii. Provide OWNER with non-interest bearing refundable security deposit of an amount not less than five (5%) of the Annual CONTRACT Value. CONTRACTOR shall provide such security deposit by way of a demand draft in favour of OWNER.

5.2 If OWNER opts for the security deposit, and the CONTRACTOR

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provides such security deposit, then:

i. OWNER shall refund the security deposit amount to CONTRACTOR, subject to set off and/or deduction in accordance with the Contract, on the day which is seven (7) days after expiration of six (6) months after the Defects Liability Period with respect to last of the work performed during the last of the CONTRACT Year but in any event not before the day which is seven (7) days after expiration of eighteen (18) months from the end of the last of the CONTRACT Year;

ii. CONTRACTOR shall have no right to claim that the security deposit be utilized in payment of any of CONTRACTOR's dues to OWNER. OWNER may at its sole discretion, deduct and apply the security deposit amount towards any amounts that are or may become due and / or payable to OWNER from CONTRACTOR including, without limitation, if CONTRACTOR commits a breach of any term of the CONTRACT, express or implied. Should OWNER at any time deduct and apply the security deposit amount, then OWNER shall notify the CONTRACTOR of such deduction and application and thereafter the CONTRACTOR shall forthwith and in any event within three (3) days of such notification by OWNER, provide OWNER with the demand draft(s) for such further sums as may be necessary to restore the security deposit amount to its original value.

iii. The value of the above SBLC/Security deposit shall remain same up to 20% increase in CONTRACT value. For every 20% increase in CONTRACT value, the value of SBLC/Security deposit shall be increased by 5% of the CONTRACT value.
The validity of the above SBLC shall be extended in the event of the extension of the CONTRACT period of the CONTRACT, as may be applicable.

6. PRICE ESCALATION

The rates mentioned for this job / CONTRACT shall remain firm and no escalation in the prices shall be allowed unless specifically mentioned in CONTRACT DOCUMENTS.

6. 1 LME Changes # Not applicable

6. 2 Minimum Wage changes

Prices are firm and shall remain unchanged during the period of the contract.

7. PRICE ADJUSTMENT RELATED TO PERFORMANCE (NOT AMONTING TO PENALTY)

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Without prejudice or any other rights or remedies available to the OWNER the CONTRACT or in the law OWNER has right to reduce CONTRACT price for following events/reasons

7.1 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, then invoice value stands reduced as per the SLA/KPI/Penalty mentioned in Exhibit C
7.2 Mobilization commitment: and work done by alternate CONTRACTOR In case CONTRACTOR refuses or fails to carry out any job, AUTHORIZED REPRESENTATIVE may get the job executed by alternate CONTRACTOR. Differential amount if any shall be deducted from the CONTRACTOR bills.

7.3 Safety related fines leviable are described as per site safety guidelines.

7.4 OWNER may, at its sole discretion, and without prejudice to its right to recover any or all of the by any other method of recovery, deduct the amount of indicated above from any monies due or which may become due to CONTRACTOR.

7.5 The payment or recovery of sums hereunder shall not relieve CONTRACTOR from any of its other Obligations and liabilities under the CONTRACT.

8. PAYMENT TERMS AND WORK MEASUREMENT

8.1 The CONTRACTOR shall submit the measurements in electronic form or in manual format for certification and approval by OWNER.
8.2 The access in scm. RELIANCE FOUNDATION HOSPITAL TRUST.com shall be provided against the VENDOR code. Maintaining secrecy of the password shall be CONTRACTOR's responsibility.-
8.3 CONTRACTOR shall create "Joint Measurement Sheet (JMS)" along with all relevant backup through the "EBIZ PORTAL" and submit it online for certification by OWNER. In case of any clarifications by OWNER, CONTRACTOR shall clarify the same.- Not Applicable
8.4 CONTRACTOR shall submit the invoices once in a month based on the billing period including setting out GOODS AND SERVICE TAX as a separate line item. CONTRACTOR shall prepare such Running/ Final Invoice based on certified measurements and summary sheets, & digitally sign the invoices as per APPLICABLE LAWS and submit the hard copy to accounts within 7 days.

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8.5 The CONTRACTOR is advised to refer to the Standard operating procedure available in EBIZ PORTAL for uploading Digitally Signed Invoice. No scanned copy of the invoice is acceptable under EBIZ PORTAL.- Not Applicable
8.6 If CONTRACTOR cannot submit digital invoices, then CONTRACTOR shall seek OWNER'S prior written approval for submitting hard copies of the invoices. In case OWNER has provided such prior written approval then upon receipt of certification of JMS by OWNER, CONTRACTOR shall promptly submit invoice (including setting out GOODS AND SERVICE TAX as a separate line item) once in a Month based on the billing period. Based on certified measurements and summary sheets, the CONTRACTOR shall prepare Running/ Final Invoice and duly sign and send such invoice along with certified measurements and summary sheets to OWNER within 7 days at the address set forth in Section 13.2 of this SPECIAL CONDITIONS.- Not Applicable
8.7 The OWNER shall effect payment within 30 days from the date of receipt of Final or Running Account Invoice provided the same is complete in all respects and duly certified by the ENGINEER- IN - CHARGE.
8.8 All payments made to CONTRACTOR pursuant to this CONTRACT by the OWNER shall be subject to tax deducted at source ("TDS") in accordance with APPLICABLE LAW at prevailing rates, unless CONTRACTOR provides the OWNER with the invoice with an order of waiver or concessional rate of TDS from the Income Tax Department specifying a lower rate.
8.9 The number of payments to be made to the CONTRACTOR under this CONTRACT shall be restricted to one in each Month.
8.10 CONTRACTOR shall have an e-payment account with HDFC / ICICI Bank / City Bank / Special Electronic Fund Transfer (SEFT) or Real Time Gross Settlement System (RTGS) enabled Bank and shall inform the necessary details to the OWNER to facilitate release of e-payment by the OWNER. CONTRACTOR shall refer enclosed letter for necessary guidelines on SEFT and RTGS matters.
9. TAXES
9.1 The rates specified in this CONTRACT include (i) all TAXES (including taxes deducted at source (TDS)), in India with the exception of SPECIFIED TAXES. Notwithstanding anything to the contrary in this CONTRACT, the CONTRACTOR shall bear all TAXES (except SPECIFIED TAXES), including TAXES imposed on the CONTRACTOR'S income, earnings or profits and the CONTRACTOR shall bear taxes deducted at source (TDS), as applicable, related to compensation paid or payable by the OWNER to the CONTRACTOR. The CONTRACTOR shall timely pay, deposit with the appropriate GOVERNMENTAL AUTHORITIES and discharge the liability towards the SPECIFIED TAXES in accordance with the APPLICABLE LAW where the

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APPLICABLE LAW obligates the CONTRACTOR as the taxable person to pay and discharge such liability. The OWNER agrees to reimburse to the CONTRACTOR the SPECIFIED TAXES paid by the CONTRACTOR subject to the terms and conditions set forth in this Section 9.

9.2 FOR SUPPLY OF SERVICES TO DOMESTIC TARIFF AREA (DTA):

9.2.1 Except as provided in Section 9.2.2 below, with respect to the supply of SERVICES pursuant to the WORK ORDER issued by the OWNER, the CONTRACTOR hereby undertakes to pay, deposit with the appropriate GOVERNMENTAL AUTHORITIES under the GST LAW and discharge the liability for the GST AMOUNT in accordance with the GST LAW where the GST LAW obligates the CONTRACTOR as the taxable person to pay and discharge such liability.

9.2.2 The OWNER shall pay, deposit with the appropriate GOVERNMENTAL AUTHORITIES under the GST LAW and discharge the liability for the GST AMOUNT in accordance with the GST LAW if the GST LAW obligates the OWNER as the taxable person to pay and discharge such liability.

9.2.3 Subject to the provisions of this Section 9, OWNER agrees to reimburse to the CONTRACTOR the GST AMOUNT paid by the CONTRACTOR in accordance with the terms and conditions contained in the CONTRACT.

9.2.4 Except as provided in Section 9.2.5, the OWNER agrees to reimburse to the CONTRACTOR any incremental GST AMOUNT where the increase in the rate of GST under the GST LAW is made effective before the scheduled date of delivery of the undelivered SERVICES as set forth in this WORK ORDER. The CONTRACTOR agrees to pass on the benefit to the OWNER as result of decrease in the rate of GST under the GST LAW.

9.2.5 The CONTRACTOR shall solely bear and pay any incremental GST AMOUNT levied under the GST LAW as a result of application of increase in the rate of GST for (a) any delay in completion of the SERVICES by the CONTRACTOR, or (b) re-performance of defective SERVICES attributable to the CONTRACTOR; or (c) combination of both the events set forth in this Section 9.2.5 (a) and (b).

9.2.6 Without prejudice to Section 9.2.7, the CONTRACTOR hereby undertakes to comply with the GST LAW and provide the OWNER with correct INVOICE(s), all SUPPORTING DOCUMENTS and information in order that the OWNER is able to avail applicable input tax credit of the GST AMOUNT paid by the CONTRACTOR or the OWNER, as the case may be. In the event of any mismatch or discrepancy in the details provided by CONTRACTOR and OWNER in their respective GST returns is reported in the GSTN, then the CONTRACTOR shall resolve such mismatch or discrepancy (in the event such mismatch or discrepancy is attributable to any act or omission of the CONTRACTOR) or otherwise cooperate with the OWNER to resolve such mismatch or discrepancy (in the event such mismatch or discrepancy

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EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

is attributable to any act or omission of the OWNER) within the period prescribed by the GST LAW.
9.2.7 The CONTRACTOR shall, among other compliances required to be made by the CONTRACTOR as set forth in the GST LAW, comply with the following:
(a) ensure that correct PLACE OF SUPPLY, as determined in accordance with the GST LAW, is provided on all INVOICES issued by the CONTRACTOR;
(b) timely issue all INVOICES in accordance with the GST LAW, including all particulars as prescribed under the GST LAW with all SUPPORTING DOCUMENTS in accordance with invoicing instructions set forth in the CONTRACT to enable the OWNER to timely avail the input tax credit of the GST AMOUNT paid by the CONTRACTOR with appropriate GOVERNMENTAL AUTHORITIES;
(c) pay in accordance with the GST LAW the GST AMOUNT with appropriate GOVERNMENTAL AUTHORITIES, including within the time prescribed by the GST LAW and timely file all returns as required by the GST LAW;
(d) provide the OWNER with the 'receipt voucher' as required under the GST LAW for the ADVANCE PAYMENT received by the CONTRACTOR from or on behalf of the OWNER;
(e) provide the COMPANY with the 'refund voucher' as required under the GST LAW for the ADVANCE PAYMENT refunded by the CONTRACTOR to the OWNER (a) in the event no supply or partial supply of SERVICES is made by the CONTRACTOR to the OWNER, no INVOICE is issued by the CONTRACTOR to the extent of such non-supply and the OWNER has terminated this WORK ORDER to the extent of such non-supply; or (b) in the event the OWNER has rejected the SERVICES for any reason set forth in the CONTRACT;
(f) ensure that correct GST registration number of the CONTRACTOR is provided by the CONTRACTOR to the OWNER for incorporation in the WORK ORDER from the place where the CONTRACTOR is liable to issue INVOICE for the supply of SERVICES;
(g) ensure that correct GST registration number of the CONTRACTOR and the OWNER is provided on all INVOICES issued by the CONTRACTOR;
(h) ensure that correct GST registration number of the CONTRACTOR and the OWNER is furnished in the CONTRACTOR'S sales details uploaded as specified in all applicable returns to be filed by the CONTRACTOR in the prescribed formats under the GST LAW;
(i) ensure that due process as prescribed under GST LAW is followed in all cases of defective SERVICES or WORK, irrespective of whether such defective SERVICES or WORK is attributable to the CONTRACTOR or not, such that no loss is caused to the OWNER on account of denial of any input tax credit and no liabilities for any interest or penalties arises on the OWNER;

RELIANCE FOUNDATION HOSPITAL TRUST
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Girgaon, Mumbai, Mumbai-400004, MAHARASHTRA, INDIA
Telephone : 0091-22 -9321704231/23848935
EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

(j) accept the modification proposed by the OWNER in GSTR 2 in the event the OWNER notifies the CONTRACTOR that the OWNER does not accept the SERVICES or accepts only part of the SERVICES along with the issuance of credit note to the OWNER for such non-acceptance or partial acceptance of the SERVICES;
(k) ensure prompt re-performance of the rejected SERVICES or WORK. In the event CONTRACTOR delays in re-performance of the rejected SERVICES or WORK, then CONTRACTOR shall be solely responsible for any GST compliance under GST LAW; and
(l) provide on all INVOICES correct service accounting code (SAC) for the SERVICES rendered. Where service accounting codes for each item of SERVICES rendered under the WORK ORDER differ, then the CONTRACTOR shall provide on all INVOICES the correct service accounting code for each line item of SERVICE rendered and for which invoice is raised as specified in the WORK ORDER.
9.2.8 The CONTRACTOR represents and warrants that the CONTRACTOR has passed on to the OWNER the cumulative total savings derived by the CONTRACTOR as a result of reduction in rate of tax on any procurement of goods or services or the benefit of input tax credit as required under the GST LAW in prices or unit rates of the SERVICES.
9.2.9 The CONTRACTOR shall in good faith pass on to the OWNER any further cumulative total savings derived by the CONTRACTOR as a result of reduction in rate of tax after the date of the WORK ORDER on any procurement of goods or services or the benefit of input tax credit as required under the GST LAW in the form of reduction in prices or unit rates of the SERVICES.
9.2.10 Notwithstanding anything contained in the CONTRACT to the contrary, the CONTRACTOR agrees and acknowledges that the OWNER will not reimburse or pay the GST AMOUNT on the advance payment until such time the OWNER has adjusted the entire advance payment against the completion of the SERVICES by the CONTRACTOR and the OWNER is eligible under the GST LAW to fully take the input tax credit on the GST AMOUNT paid by the CONTRACTOR on such advance payment and the OWNER has taken such input credit tax credit.
9.2.11 Where the OWNER has agreed to provide the OWNER PROVIDED MATERIALS to the CONTRACTOR for incorporation into the PERMANENT WORKS and the CONTRACT specifies the consumption norms or limits for such OWNER PROVIDED MATERIALS and if the CONTRACTOR incorporates and consumes the OWNER PROVIDED MATERIALS in excess of the consumption norms or limits, or if the OWNER PROVIDED MATERIALS while in the CONTRACTOR’S custody is lost because of theft or damaged or lost for any reason except due to any event of FORCE MAJEURE, then the OWNER shall be entitled to claim damages by issuing an invoice to the CONTRACTOR for the OWNER PROVIDED MATERIALS consumed in excess of the norms or limits specified in

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Number : MH3/930010955
Date 23.05.2026

the CONTRACT, or for the OWNER PROVIDED MATERIALS so lost because of theft or damaged or lost and pay and discharge the applicable GST on such damages. The CONTRACTOR shall promptly make the payment to the OWNER of such invoice, including the GST AMOUNT invoiced by the OWNER.

9.2.12 In case any back charges, liquidated damages, or damages on any other account are payable by the CONTRACTOR to the OWNER, the OWNER shall raise an invoice as per GST LAW for such amounts deducted or to be recovered by the OWNER from the CONTRACTOR and the applicable GST AMOUNT calculated thereon at the applicable rate and the CONTRACTOR shall pay or reimburse such amount of damages forthwith along with GST AMOUNT.

9.2.13 In the event the OWNER had inadvertently reimbursed the GST AMOUNT to the CONTRACTOR for which the OWNER is denied input tax credit for any reasons attributable to the CONTRACTOR, then OWNER shall be entitled to adjust, off-set from the amounts owed by the OWNER to the CONTRACTOR or recover from the CONTRACTOR such loss of input tax credit as the OWNER may deem appropriate.

9.3 FOR SUPPLY OF SERVICES TO SPECIAL ECONOMIC ZONE (SEZ):- Not Applicable

Where the CONTRACT or WORK ORDER provides that the supply of SERVICES is to be made by the CONTRACTOR to the PROJECT or the PLANT in any Special Economic Zone ("SEZ"), then the CONTRACTOR shall either (a) supply such SERVICES under bond or Letter of Undertaking and comply with all conditions, safeguards and procedure prescribed under the GST LAW, without payment of GST and claim refund of unutilised input tax credit in accordance with the GST LAW; or (b) supply such SERVICES and comply with all conditions, safeguards and procedure prescribed under the GST LAW, including making payment of applicable GST and claim refund of such GST AMOUNT paid on supply of SERVICES in accordance with the GST LAW. Notwithstanding anything to the contrary contained in the CONTRACT or WORK ORDER, the CONTRACTOR agrees and acknowledges that the CONTRACTOR shall not be entitled to from the OWNER any reimbursement of GST AMOUNT paid by the CONTRACTOR for such supply of SERVICES to the PROJECT or the PLANT in SEZ.

9.4 GST INDEMNITY

The CONTRACTOR shall indemnify and hold harmless the OWNER GROUP from and against any and all (a) claims, suits and actions which are brought against; and (b) all LOSSES (including input tax credit, payment of interest, imposition of penalties) incurred by, any member of the OWNER GROUP for or relating to non-compliance by the CONTRACTOR of the requirements under the GST LAW, including as set forth in Section 9 of this SPECIAL CONDITIONS.

9.5 INSTRUCTIONS FOR PREPARING GST INVOICES

9.5.1 The CONTRACTOR shall provide all SUPPORTING DOCUMENTS as set

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Number : MH3/930010955
Date 23.05.2026

forth in the CONTRACT along with each INVOICE.

9.5.2 All INVOICES shall contain the following particulars:
(a) name, address and GSTIN of the CONTRACTOR;
(b) INVOICE number not exceeding sixteen characters;
(c) date of issue of INVOICE;
(d) name, address and GSTIN of COMPANY;
(e) WORK ORDER Number;
(f) SA Code for SERVICES;
(g) description of SERVICES;
(h) total value of supply of SERVICES or both;
(i) taxable value of supply of SERVICES or both taking into account discount or abatement, if any;
(j) rates of applicable GST and cess;
(k) amount of GST and cess charged in respect of taxable SERVICES;
(l) place of supply along with the name of the State, in case of a supply in the course of inter-State trade or commerce;
(m) address of delivery of location of SERVICES rendered where the same is different from the place of supply;
(n) whether the GST is payable on reverse charge basis; and
(o) signature or digital signature of the CONTRACTOR or CONTRACTOR'S authorized representative.
9.5.3 In case of supply of SERVICES, the invoice shall be prepared in duplicate in the following manner:
(a) the original copy being marked as "ORIGINAL FOR RECIPIENT" for the OWNER; and
(b) the duplicate copy being marked as "DUPLICATE FOR SUPPLIER" for the CONTRACTOR.
9.5.4 All INVOICES must be clear and all descriptions and details on it must be visible. Overwriting on any text on the INVOICE, including by applying whitener fluid shall not be permissible and such INVOICE shall be treated as incorrect and invalid and shall not be considered for payment. All corrections required must be done by pen by striking off the text to be corrected and authenticated by the authorized signatory's signature. If any INVOICE is defective, torn, mutilated or defaced, or there is any discrepancy in it, then such INVOICE shall be treated as incorrect and invalid and shall not be considered for payment. The CONTRACTOR shall be required to timely resubmit the correct INVOICE, in order that the OWNER is able to take the necessary input tax credit.
10. LABOUR LAW AND COMPLIANCES
Contractor to follow the guidelines for labour law & compliance as mentioned in Annexure A-1.
11. TERMINATION (Only if exception to GCC)
The CONTRACT can be terminated as per clause 30 of Exhibit B.

RELIANCE FOUNDATION HOSPITAL TRUST
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Number : MH3/930010955
Date 23.05.2026

12. DEFECTIVE WORK
Charges for Rectification of defective WORK and other consequent damages to OWNER shall be borne by the CONTRACTOR
13. BILL SUBMISSION

13.1 The billing period applicable for Running A/C bill in respect of this contract is every calendar MONTH.

13.2 The manually/digitally Signed invoice shall be submitted & the invoice should be addressed to

RELIANCE FOUNDATION HOSPITAL TRUST
Raja Ram Mohan Roy Road, Girgaum, Mumbai-400 004.

Billing Section Address:

RELIANCE FOUNDATION HOSPITAL TRUST
Raja Ram Mohan Roy Road, Girgaum, Mumbai-400 004.

13.1 The first RA bill shall be released only on submission of a copy of labour license duly attested by
OWNER's Administration in the prescribed format. If labour license is not applicable, the CONTRACTOR shall obtain a confirmation to this effect from OWNER's Administration.

13.2 Please mention Vendor Code No., PAN No., and WO No. on invoice/bills.

13.3 CORRESPONDENCE:

i. For any Payment/TDS Certificate/Security Deposit, Guarantee Money Refund/ Accounts related matters, please make correspondence with Finance & Accounts Dept., Respective SITE
ii. For all matters related to Entry / Movement of persons, material and Vehicle within complex, Contact HOD -Plant / Stores & Security.
14. CLOSURE OF CONTRACT

The final bills to be submitted by the CONTRACTOR shall be accompanied by the prescribed documents applicable to this Contract. The CONTRACTOR shall collect the details and formats of such documents from AUTHORIZED REPRESENTATIVE / other designated authorities.
15. RELEASE OF SECURITY DEPOSIT # Not applicable

RELIANCE FOUNDATION HOSPITAL TRUST
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Number : MH3/930010955
Date 23.05.2026

On completion of the defect liability/ guarantee period the CONTRACTOR/ SUPPLIER shall lodge a claim letter which shall be duly certified and forwarded by the concerned EIC to F&A department to release of the security deposit.

16. CONTRACTOR'S EMPOYEE

16.1 Independent Employer:

CONTRACTOR declares that it is an independent employer and all person employed or engaged by it at its own cost and expense to carry out the agreed WORK under this CONTRACT shall be its employees and in no circumstances whatsoever shall be the employees of the Company.

16.2 Description of Employees:

i. Manpower to be deployed for effective performance of contract shall have necessary qualifications, skills, experience etc. as mutually agreed in consultation with the Owner.

ii. If the Company finds that any of the CONTRACTOR's employees has;

a) committed serious misconduct or has been charged with having committed a criminal action, or
b) has reasonable cause to be dissatisfied with the performance of any of the CONTRACTOR's employees;
then the CONTRACTOR shall, at the Company's request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Company.

iii. Notwithstanding the rights of the Company in Clause II above, the Company at its sole discretion without citing any reason whatsoever request removal of any employees of the CONTRACTOR with or without seeking a replacement. The CONTRACTOR shall, at the Company's such request, provide as a replacement a person with qualifications and experience acceptable to the Company.

iv. The CONTRACTOR shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of any personnel.

16.3 Medical Fitness

The CONTRACTOR shall ensure that its employees deployed at the

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Number : MH3/930010955
Date 23.05.2026

company's premises are physically fit to carry on the WORK under this CONTRACT and are not suffering from any disease, contagious or otherwise which shall be ensured by submitting the records / reports to the satisfaction of the Company as and when called for or at least once in a quarter during the term of this agreement.

16.4 Police Verification/Back Ground Verification

i. A Police Verification/Back Ground Verification shall be done on each of the employees engaged to carry out the WORK under this CONTRACT.

ii. A copy of the verification report shall be submitted by the CONTRACTOR to the Company before entry of the employee to the Premises.

16.5 Uniform

i. The CONTRACTOR at its expense shall provide all its employees uniform

ii. Non conformity of the same would lead to penalization up to # 500 (Five Hundred Rupees) per violation per day.

iii. If the Company decides to standardize the style & design of any uniform the same shall be implemented & provided by the CONTRACTOR.

16.6 Security Check

The CONTRACTORs Employees shall be frisked or subjected to other reasonable security checks by the security personnel designated by the Company while entering and/or leaving the premises of the company.

ANNEXURE A-1 FOR CLAUSE 10: GUIDELINES FOR COMPLIANCE WITH APPLICABLE LABOUR LAWS
General
1.1 CONTRACTOR shall, and shall cause its SUBCONTRACTOR’s to, comply with all applicable labour and employment laws and industrial laws including without limitation the Maharashtra Physically Handicapped Persons (Employment in Factories) Act, (OR as per appropriate Govt.’s rules) .
1.2 CONTRACTOR shall not deploy any person who is below the age of

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Number : MH3/930010955
Date 23.05.2026

18 years or who has been convicted for any crime to perform any of its obligations under the CONTRACT.
1.3 CONTRACTOR shall ensure that at least 1% of the total personnel deployed by it for provision of Services are handicapped persons as per the Maharashtra Physically Handicapped Persons (Employment in Factories) Act,. (OR as per appropriate Govt.'s rules).
1.4 CONTRACTOR shall ensure that the female personnel deployed by it for provision of Services do not WORK at the SITE at any time between 7:00 p.m. and 6:00 a.m OR as per provisions of applicable laws.
1.5 CONTRACTOR shall issue a photo identity card to each personnel deployed by it for performance of the Services at SITE. Such identity card shall be countersigned by a OWNER's representative.
1.6 CONTRACTOR shall provide all its personnel safety equipment and such other protective devices as may be required for the safety of such personnel and as may be considered necessary by OWNER.
1.7 CONTRACTOR shall provide all amenities and facilities for the welfare of its personnel as required under the applicable labour and industrial laws, including, without limitation, under the Contract Labour (Regulation & Abolition) Act, 1970 and the Inter State Migrant Workmen Act.
1.8 CONTRACTOR shall display notices detailing the following in English and in local language at conspicuous places at the SITE:
i.) wage rates
ii.) working hours at SITE;
iii.) wage period;
iv.) date on which wages will be paid;
v.) date on which unpaid wages, if any, will be paid; and
vi.) name and address of relevant Inspector under the Payment of Wages Act.
CONTRACTOR shall send a copy of such notice to the Inspector from time to time.
1.9 CONTRACTOR shall maintain its office at the place designated by OWNER, if any, or in the nearest convenient location within the precincts of the SITE or at a place within max. ½ hrs reach from RELIANCE FOUNDATION HOSPITAL TRUST SITE. CONTRACTOR shall maintain up to date all records and registers required to be maintained by it under Applicable Laws. CONTRACTOR shall deploy experienced personnel at SITE having knowledge of the statutory compliances required and maintenance of records and registers under Applicable Laws. CONTRACTOR shall, on request by OWNER, provide all such records and registers for inspection by OWNER.
1.10 CONTRACTOR shall not give any formal designation to any of the personnel deployed by it for provision of Services except that

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EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

of "Skilled - A workman", "Skilled - B workman", "Semi-skilled workman" or "Unskilled workman".

2. Documents to be submitted to OWNER

Prior to commencement of Services, CONTRACTOR shall submit the an attested copy of the document evidencing the legal status of CONTRACTOR to the OWNER’s human resources department at SITE

3. Contract Labour (Regulation & Abolition) Act, 1970

3.1 CONTRACTOR shall at all times during the Term keep the license obtained by it under the Contract Labour (Regulation & Abolition) Act, 1970 valid and subsisting.

3.2 Prior to expiry of such license, CONTRACTOR shall have such license renewed and submit a copy of the renewal thereof to OWNER prior to expiry of the license.

3.3 CONTRACTOR shall ensure that on each day the total number of personnel deployed by it does not exceed the maximum number of personnel that may be deployed by it under such license.

3.4 CONTRACTOR shall, 3 days prior to deployment of any personnel to SITE, issue an employment card in Form No. XIV (under the Contract Labour (Regulation & Abolition) Central Rules, 1971 (or as per appropriate Govt.’s rules) to such personnel and shall update such form from time to time.

3.5 CONTRACTOR shall within 15 days of commencement and completion of Services send a notice of commencement and notice of completion of Services under Form No. VI (A) (under the Contract Labour (Regulation & Abolition) Central Rules, 1971 (or as per appropriate Govt.’s rules) to the relevant licensing authority.

3.6 CONTRACTOR shall issue wage slips in Form No. XIX (under the Contract Labour (Regulation & Abolition) Central Rules, 1971 (or as per appropriate Govt.’s rules) to each of its personnel, one day prior to the date of disbursement of wages.

3.7 CONTRACTOR shall give paid leave to each of its personnel who has worked for 240 days or 2/3 of the total number of working days during the previous calendar year. Such paid leave shall be calculated on the basis of 1 day leave for every 20 days that such personnel has worked in the previous calendar year (or as applicable to Factory/Establishment under respective labour laws).

3.8 CONTRACTOR shall display the abstract of the Contract Labour (Regulation & Abolition) Act, 1970 and the Rules thereof in English and in local language at a conspicuous and convenient place at the SITE.

3.9 CONTRACTOR shall provide facilities such as drinking water, canteen, rest rooms, first aid boxes and so on, for its personnel at the SITE in accordance with the Contract Labour (Regulation & Abolition) Act, 1970.

3.10 Following records under Contract Labour (R&A) Act will also be verified by HR/IR Contract Labour Cell:

RELIANCE FOUNDATION HOSPITAL TRUST
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EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

i. Employment Card in appropriate format Form XIV
ii. Register of workmen in appropriate format Form XIII.

4. Inter State Migrant Workmen Act, 1979
4.1 If CONTRACTOR proposes to recruit workmen for deployment to SITE from a state other than the state of Maharashtra, (or respective state) it shall obtain a license from the licensing authority of the state from which it proposed to recruit such workmen and also from the licensing authority of the State of Maharashtra (or respective state).
4.2 CONTRACTOR shall pay such migrant workmen journey allowance including for onward and return journey from the place of recruitment to the place of work and also pay wages for the period of such journey.
4.3 CONTRACTOR shall at the time of recruitment pay each such migrant workman displacement allowance equal to 50% of such workers monthly wages or Rs. 75/-, whichever is higher or as per applicable laws provisions.
4.4 CONTRACTOR shall issue a pass book to each migrant workman.
4.5 CONTRACTOR shall in respect of each migrant workman furnish particulars of such workman in Form No. X to the specified authority of (i.) the state from where such workman has been recruited and (ii.) the state in which the personnel is deployed. In case any such workman has a fatal or serious accident, CONTRACTOR shall notify the specified authorities and the next of kin of such workman of the same.
4.6 CONTRACTOR shall provide to the migrant workmen facilities as specified under the Inter State Migrant Workmen Act, 1979 such as suitable residential accommodation, medical facilities, protective clothing and so on.
5. Employees Provident Fund and Miscellaneous Provisions Act, 1952
5.1 CONTRACTOR shall arrange to contribute towards provident fund for each of its personnel under the Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the very first day of its employment with it.
5.2 CONTRACTOR shall deposit its and each of the personnel’s contribution towards provident fund, pension scheme and deposit linked insurance scheme, at the applicable rate fixed by the government authorities from time to time, in its provident fund account by the 15th of each month.
5.3 CONTRACTOR shall submit proof of such payment to the OWNER’s human resources department at SITE together with a statement detailing in respect of each of its personnel, amount of wages paid to such personnel, amount of such personnel’s contribution, amount of its contribution and the total amount deposited in

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Number : MH3/930010955
Date 23.05.2026

respect of such personnel
5.4 CONTRACTOR shall by the 16th of each month display on the notice board at SITE a statement detailing the provident fund amount deposited by it for its personnel as detailed in paragraph 5.3 above for the information of its personnel.
5.5 CONTRACTOR shall within 2 months of the close of each financial year, that is, by 31st May, hand over the provident fund slips to each of its personnel and notify OWNER's human resources department in writing by 15th June of the same, together with the list of personnel to whom such slips have been given.
6. The Minimum Wages Act, 1948
6.1 CONTRACTOR shall pay to each of its personnel the wages at the rate prescribed by the appropriate government authority from time to time or as per the rates fixed under CONTRACT for different items of WORK, whichever is higher.
6.2 CONTRACTOR shall pay wages to each of its personnel by the 7th of each month, if it is deploying less than 1000 personnel, and by the 10th of each month, if it is deploying 1000 or more personnel.
6.3 CONTRACTOR shall, by the 4th of each month, notify the OWNER's human resources department at SITE in writing of the date, time and place of disbursement of wages to its personnel, together with a copy of the wage sheet, for verification by the OWNER's representative.
6.4 CONTRACTOR shall disburse the wages to its personnel during working hours at the SITE at the notified place.
6.5 CONTRACTOR shall display notices on its notice board (in Maharashtrai or concerned state language) and in the language understood by majority of the personnel) specifying the wage rates, hours of work, wage period, date of payment of wages and the name and address of the relevant inspector under the Minimum Wages Act, 1948.
6.6 CONTRACTOR shall disburse wages to its personnel in the presence of the OWNER's Representative (or through Bank transfer/cheque as applicable under labour laws) and shall obtain the personnel's signature with the date and time on each page of the wage sheet. CONTRACTOR shall provide a copy of such certified wage sheet to the OWNER's Representative for OWNER's record.
6.7 CONTRACTOR shall notify the OWNER's human resources department in writing of the personnel(s) who were not present or were on leave at the time of disbursement of wages, and the date, time and place when such unpaid wages will be disbursed. Such unpaid wages will be disbursed no later than by the 12th day of the succeeding month. Such payment will be made in the presence of the OWNER's Representative.
6.8 CONTRACTOR shall pay its personnel, and shall ensure that its SUBCONTRACTOR's pay their personnel, wages directly without

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Number : MH3/930010955
Date 23.05.2026

intervention of any other agency or person and neither the CONTRACTOR nor its SUBCONTRACTOR's shall deduct from such wages any amount towards commission or otherwise.
6.9 If CONTRACTOR terminates the employment of any of its personnel, CONTRACTOR shall pay such personnel its wages and other statutory dues within 2nd working days of such termination.
7. The Employees Compensation Act, 1923
7.1 CONTRACTOR shall pay compensation to its personnel in case of any accidental injury in accordance with the provisions of the Employees Compensation Act, 1923.
7.2 CONTRACTOR shall obtain and keep valid and subsisting requisite insurance policy as per the provisions of the Employees Compensation Act, 1923 and submit a copy of the same to OWNER for its information and records.
7.3 CONTRACTOR shall submit accident report in Form No. I to the OWNER's Representative immediately, and to the OWNER's human resource department at SITE within 24 hours of the occurrence of a fatal accident and within 2 days of the occurrence of a non-fatal accident.(or as applicable under this act from time to time).
8. The Industrial Disputes Act, 1947
8.1 If CONTRACTOR proposes to retrench any of its workmen, CONTRACTOR shall
i.) provide the OWNER's human resource department at SITE a list of workmen proposed to be retrenched, their date of joining, wages and other details.
ii.) notify the OWNER's human resource department at SITE of the date, time and place of payment of full and final dues to such workmen, a minimum of 3 days prior to the date of payment. CONTRACTOR shall make payment of such payment in the presence of the OWNER's Representative.
iii.) give such workmen 1 months' notice in writing or one month's pay in lieu of notice.
ii.) pay such workman retrenchment compensation, if such workmen have completed more than one year of continuous service with CONTRACTOR, which compensation shall be an amount equal to 15 days average pay for each year of such service or any part thereof in excess of six months.
9 Payment of Wages Act, 1936
CONTRACTOR shall maintain all records and registers as required by under the Payment of Wages Act, 1936 including the advance register and the overtime register. On request by OWNER, CONTRACTOR shall make such records and registers available for inspection.

CONTRACTOR shall follow all rules, provisions mentioned in the Payment of wages Act, 1936.

WORK ORDER

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Number : MH3/930010955
Date 23.05.2026

10. Payment of Bonus, Gratuity etc.
10.1 CONTRACTOR shall pay bonus and / or gratuity to the personnel deployed by it for performance of Services, if such personnel are eligible to receive bonus and / or gratuity under Applicable Laws.
10.2 CONTRACTOR shall grant annual leave with wages to such personnel as per the provisions of Applicable Laws.
11. Employee's state insurance Act

11.1 The factory/establishment should get registered under ESI Act wherever applicable.

11.2 All the your employees including CL should be covered who draws wages Rs. 15000/PM or less

11.3 Liable to pay contribution within 21 days of the last date of the calendar month from the date of applicability & registration.

12. Requirement of Contract Labour Cell for compliance of various labour laws'

12.1 Gate Pass: Documents required at the time of issuance of gate passes :

i. Copy of work order issued by RELIANCE FOUNDATION HOSPITAL TRUST.
ii. Copy of PF Registration Certificate along with original for verification.
iii. Individual contract employees PF Code/registration no.
iv. Copy of Insurance coverage under Employee Compensation Act covering RELIANCE FOUNDATION HOSPITAL TRUST, as WORK place, and _____ for the no. of persons to be deployed. The nature of WORK in the policy should be the same as per the work order issued by RELIANCE FOUNDATION HOSPITAL TRUST. Compensation amount/clause should be as per the provisions of the Act (Not required in case workmen to be engaged are covered under ESI.
v. In case of applicability of ESI, Contractor should produce copy of ESI registration AND also Individual/Temporary ESI Identity card of each employee.
vi. PF Nomination forms in Form No. IV in respect of workers/supervisors to be engaged.
vii. In case of sub-contracting agreement between Main CONTRACTOR and SUBCONTRACTOR in prescribed format specified by RELIANCE FOUNDATION HOSPITAL TRUST.
viii. In case persons employed are more than the number prescribed by the State/Central Govt.19 persons are to be engaged (appropriate government being the central Government),

RELIANCE FOUNDATION HOSPITAL TRUST
Kapol Building, 1st Floor, Raja Rammohan Roy Road
Girgaon, Mumbai, Mumbai-400004, MAHARASHTRA, INDIA
Telephone : 0091-22 -9321704231/23848935
EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

ix. CONTRACTOR has to apply and obtain Labour License under Contract Labour (R&A) Act from the Central/ State Labour authorities as applicable under this act.
x. If the job is subcontracted then no objection certificate from Contract Cell, RELIANCE FOUNDATION HOSPITAL TRUST regarding subcontracting the WORK, work order issued to SUBCONTRACTOR by the main CONTRACTOR and all the documents mentioned at Sr. No.1 to 6 are also required in respect of the SUBCONTRACTOR. In case of sub-contracting, the labour license would be taken by Main Contractor only or as specified by RELIANCE FOUNDATION HOSPITAL TRUST.
xi. if CONTRACTOR has recruited personnel from any other state for performance of Services at the SITE, a copy of the license(s) issued in favour of CONTRACTOR by the competent authority of each of the States from which CONTRACTOR has recruited such personnel and a copy of the license from the Commissioner of Labour, under the Inter State Migrant Workmen Act, 1979.

12.2 Procedure to be followed by the CONTRACTORs during the work period:

Contractor needs to ensure all compliances as per the various applicable acts and arrange to furnish the necessary supporting in proof of the same.

13. Compliance Clearance Certificate:

Clearance will be issued on monthly basis upon submission of following:

13.1 Initial / One Time Documents:

i. Indemnity Bond on Non-Judicial stamp paper of Rs.200/- duly notarized in original.
ii. Work Order No.
iii. PF Code Draft letter
iv. ESIC Coverage Letter/ Employee Compensation (WC) Policy
v. Labour License, if applicable
vi. Registration under BOWC Act (The building & other construction workers- regulation of employment & conditions of service)- if applicable
vii. Deed of undertaking at the time of closure, if applicable.
viii. Registration of Labour welfare fund, if applicable.

RELIANCE FOUNDATION HOSPITAL TRUST
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Number : MH3/930010955
Date 23.05.2026

13.2 Monthly Documents:

i. Attendance Sheet certified by Vendor
ii. Wage register along-with Columns indicating PF A/c No. & I P No., separately for the workmen exclusively employed for our business & wages should be as per prevailing rate of Minimum wages notified by appropriate Government & No. of Days Certified by RELIANCE FOUNDATION HOSPITAL TRUST site in charge.
iii. PF - ECR (Electronic Challan cum Return-Highlighting the employees deputing at RELIANCE FOUNDATION HOSPITAL TRUST site)
iv. PF - ECR Acknowledgment along-with TRRN (Temporary Return Reference No.)
v. PF - Electronic Challan
vi. ESIC Monthly Contribution report duly highlighting the employees deputing at RELIANCE FOUNDATION HOSPITAL TRUST site)
vii. ESIC # Electronic Challan or ESIC - Electronic Acknowledgment
viii. Invoice mentioning Work Order No. & Service Period certified by RELIANCE FOUNDATION HOSPITAL TRUST Engineer in charge
ix. Cess Receipt under BOWC Act, wherever applicable

13.3 Half Yearly Documents:

Labour Welfare Fund#..June & December month.

13.4 Mode of submission:

Self-attested scan copies of above documents thru email or by uploading it in to RSCM compliance portal may be accepted for faster resolutions. HOWEVER, Indemnity Bond would be received in original only.

The rates in this CONTRACT are inclusive of cost towards above applicable compliances or shall become applicable within the period of the CONTRACT.

14. Deployment of Medically Fit resource:

14.1 For the due execution of this CONTRACT, the CONTRACTOR shall deploy workers/supervisors who are
at all times physically and mentally fit and are not disabled/handicapped and do not suffer from any chronic or contagious disease. It shall be the responsibility of the CONTRACTOR to ensure that its Workers/Supervisors employed are medically fit. The CONTRACTOR shall give a written declaration as regards the fitness of the Workers/Supervisors employed at the

RELIANCE FOUNDATION HOSPITAL TRUST
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Telephone : 0091-22 -9321704231/23848935
EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

time of applying for the Gate Pass. If any employee employed by the CONTRACTOR becomes or is declared medically unfit after the issuance of the Gate Pass, the Company shall revoke the Gate Pass.

14.2 Failure to comply with this stipulation shall entail penalty as may be decided by the management apart from refusing entry to such Workers/Supervisors of the CONTRACTOR. The decision of the Company's Medical Officer in this regard shall be final.

14.3 If asked Medical Examination and fitness reports in respect of all the contract labours from the designated /specified medical officers.

14.4 Medical Examination:

i. CONTRACTOR should ensure that all its Workers/Supervisors deployed at RELIANCE FOUNDATION HOSPITAL TRUST SITE's undergo pre-employment fitness examination. The form No.33 (Prescribed under Rule 68T & 102) should be filled up for all its Workers/Supervisors deployed and should be submitted by Him/her at the time of getting the gate pass requisition signed without which issuance of new gate pass will not be allowed.
ii. Contract Workers/Supervisors completing 12 months shall undergo annual medical examination. Such examination must include the following tests:-

a. Complete Physical Examination.
b. X-Ray chest PA view (Once in Pre-employment then once every three years)
c. Complete haemogram (T&D, Hb at minimum)
d. One urine examination using .Multistix.

14.5 All entries pertaining to the periodical examination must be made and maintained in form 32 (Bounded register) prescribed under Rule 68 T & 102.

14.6 Form No.32 must be maintained in bounded register & should be submitted to the OCCUPATIONAL HEALTH CENTER for records annually.

15. The contractor, where employing sub- contractor shall make him aware about all the obligations listed herein and shall make a declaration to the effect.

WORK ORDER

RELIANCE FOUNDATION HOSPITAL TRUST
Kapol Building, 1st Floor, Raja Rammohan Roy Road
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Telephone : 0091-22 -9321704231/23848935
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Number : MH3/930010955
Date 23.05.2026

ANNEXURE A-2: UNDERTAKING

We, M/s _____ have been awarded contract work order no. _____ dtd. __.__._____ by M/s RELIANCE FOUNDATION HOSPITAL TRUST We hereby undertake as follows:

1. That we have understood the details of the work to be executed with reference to the aforesaid work order and the requirements of manpower, equipment, tools/tackles, safety equipment and other resources necessary to execute the work thereof.

2. That we have got competent supervisors and workers with required qualification, relevant experience / skills and trained for safe execution of the work. Our supervisors are well aware of the work hazards and have got adequate knowledge and familiarity about the safe work practices / safe work methods, necessary safety measures and precautions to be taken to avoid accidents during execution of the work.

3. That we have read and understood the General and Special Conditions of the contract work order under reference and agree to abide by the same.

4. That we have familiarized ourselves with the working conditions, understood all necessary requirements for safe execution of the work, including safety policy and procedures of RELIANCE FOUNDATION HOSPITAL TRUST and obtained all clarifications regarding the job.

5. That we undertake to ensure and strictly comply with safety codes and safe practices / methods relevant to the work for safety of our employees and property of the company (RELIANCE FOUNDATION HOSPITAL TRUST) and provide required personal protective equipment to all our employees, as necessary for safety & to prevent probable injuries to our workers and as per the safety requirements of the Company (RELIANCE FOUNDATION HOSPITAL TRUST).

WORK ORDER

RELIANCE FOUNDATION HOSPITAL TRUST
Kapol Building, 1st Floor, Raja Rammohan Roy Road
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Number : MH3/930010955
Date 23.05.2026

We further undertake to carry out the work in accordance with the safety policy and procedures of RELIANCE FOUNDATION HOSPITAL TRUST

6. That we shall also comply with all applicable regulations with respect to environmental protection.

7. That we undertake to deploy competent and trained personnel for the job identified who will possess requisite skill, certificate / license.

8. That we shall ensure use of right type of tools, tackles & equipment, maintained in good working condition, suitable to the nature of the job under execution.

9. That we shall be responsible for safety of our employees and other persons at site/ property of the company and accountable for any accident due to negligence/ fault of our employees or our company and shall be ready to accept the responsibilities for any legal consequences. Signed, Sealed & Delivered by -

(Signature of the proprietor of the Company / Authorised person)

Name:
Date:
Name of Company:
Company Seal:
Witnesses:

1. Signature : _____
   Name : _____
   Date : _____
   Address : _____

2. Signature : _____
   Name : _____
   Date : _____
   Address : _____

Annexure A-3: SBLC FORMAT (NOT APPLICABLE)
[TO BE TRANSMITTED IN MT 700]

SBLC FOR PERFORMANCE
[PO / CONTRACT IN INR]

40 A Form of Documentary Credit
IRREVOCABLE TRANSFERABLE STANDBY

WORK ORDER

RELIANCE FOUNDATION HOSPITAL TRUST
Kapol Building, 1st Floor, Raja Rammohan Roy Road
Girgaon, Mumbai, Mumbai-400004, MAHARASHTRA, INDIA
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Number : MH3/930010955
Date 23.05.2026

20 Documentary Credit Number
XXXXXXX

31C Date of Issue XXXXXXXX

40E Applicable Rules UCPURR LATEST VERSION

31D Date and Place of Expiry ############MUMBAI, INDIA ***
*** EXPIRY OF PERFORMANCE/WARRANTY + CLAIM PERIOD [BUYER TO DECIDE THE PERIOD. - SAY "6 / 3 MONTH"]

50 Applicant

59 Beneficiary - Name & Address RELIANCE FOUNDATION HOSPITAL TRUST ##################. Limited
ACCOUNTS PAYABLE, Raja Ram Mohan Roy Road, Girgaum, Mumbai-400 004.

32B Currency Code, Amount Currency : XXXXX

Amount : XXXX

41D Available With...By... - ICICI BANK LTD, Raja Ram Mohan Roy Road, Girgaum, Mumbai-400 004. Swift code ( )
BY SIGHT PAYMENT

45A: Description of Goods/ Services

COVERING SUPPLY OF #####AS PER PURCHASE ORDER NUMBER######..

46A: Documents Required

1. BENEFICIARY'S CERTIFICATE STATING THAT APPLICANT HAS FAILED TO PERFORM OR FULFIL ANY OF HIS OBLIGATIONS ON OR BEFORE THE EXPIRY OF THE WARRANTY SET FORTH IN THE PURCHASE ORDER .

47A: Additional Conditions

1. THE LETTER OF CREDIT IS TRANSFERABLE AT THE COUNTERS OF STATE BANK OF INDIA, MUMBAI AT THE REQUEST OF THE FIRST BENEFICIARY.

WORK ORDER

RELIANCE FOUNDATION HOSPITAL TRUST
Kapol Building, 1st Floor, Raja Rammohan Roy Road
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Telephone : 0091-22 -9321704231/23848935
EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

2. ALL ORIGINAL DOCUMENTS MUST BE IN ENGLISH AND MANUALLY SIGNED.

3. PARTIAL AND MULTIPLE DRAWINGS ARE ALLOWED.

4. ALL DOCUMENTS SHALL MENTION 'DRAWN UNDER SBLC NUMBER.....DATED.....

5. THE CREDIT WILL BE AUTOMATICALLY RENEWED FOR A FURTHER PERIOD OF XX MONTHS FROM THE INITIAL EXPIRY DATE AS MENTIONED IN 31D ABOVE. DURING THE EXTENDED PERIOD THE BENEFICIARY IS PERMITTED TO LODGE A CLAIM IF ANY, ON OR BEFORE THE FINAL EXPIRY DATE, PROVIDED THE APPLICANTS FAILURE TO PERFORM OR FULFIL ANY OF HIS OBLIGATIONS SET FORTH IN THE PURCHASE ORDER LEADING TO THE CLAIM HAS OCCURRED ON OR BEFORE DD-MM-YYYY. CHANGE IN EXPIRY DATE SHALL BE COMMUNICATED TO BENEFICIARY BY AMENDMENT.

A NOTICE OF NON-RENEWAL MUST BE SENT BY THE ISSUING BANK ATLEAST 30 DAYS BEFORE THE INITIAL EXPIRY DATE TO THE BENEFICIARY. IF NO SUCH IS NOTICE IS RECEIVED, THE CREDIT IS CONSTRUED TO BE AUTOMATICALLY EXTENDED.

IN CASE OF A RECEIPT OF NOTICE, THE BENEFICIARY HAS THE RIGHT TO LODGE A CLAIM FOR THE AMOUNT AVAILABLE UNDER THE CREDIT AFTER EXPIRY AND SUCH CLAIM SHALL BE PAID BY ISSUING BANK.

71B Charges

ALL CHARGES INCLUDING THE CONFIRMATION CHARGES, IF ANY, ARE FOR THE ACCOUNT OF THE APPLICANT.

48 Period for Presentation WITHIN THE EXPIRY OF THE LC

49 Confirmation Instructions CONFIRM

53A Reimbursing Bank - BIC
XXXXXXXXXXXXX
XXXXXXXXXXXXX

78 Instr to Payg/Accptg/Negotg Bank (1) SBLC TO BE SENT BY COURIER TO XXXXXXX, MUMBAI XXXX. ATTENTION XXXXX

(2) SBLC TO BE ADVISED TO THE BENEFICIARY AT RELIANCE FOUNDATION HOSPITAL TRUST Raja Ram Mohan Roy Road, Girgaum, Mumbai-400 004.

(EMAIL ID: sanjay.dalvi@RELIANCE FOUNDATION HOSPITAL

WORK ORDER

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Number : MH3/930010955
Date 23.05.2026

TRUST.com)
TELEPHONE NUMBER: + 91 22 44789138 /
+91 9867739440

(3) WE HEREBY ENGAGE OURSELVES THAT ANY DRAWINGS IN ACCORDANCE WITH THE TERMS OF THIS STANDBY L/C WILL BE DULY HONOURED BY US.

(4) ON RECEIPT OF CREDIT COMPLIANT DOCUMENTS WE SAHLL REMIT THE FUNDS THROUGH RTGS / NEFT AS PER NEGOTIATING BANK'S INSTRUCTION.

(5) UNLESS EXPRESSLY MODIFIED OR EXCLUDED BY THE CREDIT, THIS CREDIT IS SUBJECT TO THE UCP (2007 REVISION) ICC PUB 600.

(6) ALL OTHER COMMUNICATIONS UNDER THIS
LC MAY BE DIRECTLY SENT TO THE
ISSUING BANK BY COURIER.

EXHIBIT B:

GENERAL CONDITIONS OF CONTRACT
Contents

GENERAL CONDITIONS OF CONTRACT
1. DEFINITIONS, PRINCIPLES OF INTERPRETATION AND ORDER OF PRECEDENCE
2. ENTIRE AGREEMENT
3. INDEPENDENT CONTRACTOR
4. SCOPE OF SERVICES
5. SITE
6. UTILITIES
7. PERSONNEL
8. SCHEDULE
9. MATERIALS AND CONSUMABLES
10. RELIANCE FOUNDATION HOSPITAL TRUST INFORMATION
11. CONTRACTOR DOCUMENTS
12. REPORTS AND RECORDS
13. LAND
14. AUDIT
15. ALTERATION ORDER / AMENDMENT ORDER
16. REPRESENTATION, WARRANTIES AND GUARANTEES
17. RIGHT TO REJECT SERVICES AND REMEDIES
18. COMPLETION CERTIFICATE
19. FINAL CERTIFICATE

RELIANCE FOUNDATION HOSPITAL TRUST
Kapol Building, 1st Floor, Raja Rammohan Roy Road
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EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

20. INSURANCE
21. INDEMNITY
22. LIMITATION OF LIABILITY
23. LIQUIDATED DAMAGES
24. INTELLECTUAL PROPERTY RIGHTS
25. CONFIDENTIALITY
26. PREVENTION OF CORRUPTION
27. FORCE MAJEURE
28. ASSIGNMENT AND SUBCONTRACTING
29. SUSPENSION
30. TERMINATION
31. GOVERNING LAW AND DISPUTE RESOLUTION
32. NOTICE
33. MISCELLANEOUS

GENERAL CONDITIONS OF CONTRACT

These General Terms and Conditions of Contract are part and parcel of the Work Order or any part thereof and the CONTRACTOR hereby agrees to provide the Services upon the said INSTRUCTIONS, terms and conditions which shall override and exclude any other conditions proposed by CONTRACTOR save in so far as they may have been expressly accepted as variations by Owner and included in Contract

1. DEFINITIONS, PRINCIPLES OF INTERPRETATION AND ORDER OF PRECEDENCE

1.1 Definitions. In the Contract, unless the context or meaning otherwise requires, the following terms shall have the meanings set out below:

ACA shall have the meaning assigned thereto in GCC 31.7

AFFECTED PARTY shall have the meaning assigned thereto in GCC 27.1.

AFFILIATE in relation to a Party means, any Person who directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. For purposes of this definition, ‘control’ in relation to a Party means the power to direct the management and policies of such Party, whether through the ownership of voting equity shares or through the power to appoint over half the members of the Board of Directors or similar governing body of such Party, or through contractual arrangement or otherwise.

ALTERATION ORDER / AMENDMENT ORDER means an order issued in writing by RELIANCE FOUNDATION HOSPITAL TRUST to CONTRACTOR in accordance with GCC 15.1 setting out modifications to the Scope of Services or Specifications.

APPLICABLE LAW mean any statute, laws, rule, regulation,

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Number : MH3/930010955
Date 23.05.2026

ordinances, judgment, order, decree, by-law, government resolution, directive, guideline, policy, notifications & circulars, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question.
APPLICABLE PERMIT means any authorization, approval, clearance, license, consent, permit, sanction, order, registration, exemption, filing, report, ruling, certification, waiver or variance as may be required or is desirable to be obtained or undertaken, as the case may be, under APPLICABLE LAW.
COMPLETION CERTIFICATE shall have the meaning assigned thereto in GCC 18.2.
COMPLETION DATE means the date of the completion of the job as certified by RELIANCE FOUNDATION HOSPITAL TRUST representative.
COMPLETION DOCUMENTS shall have the meaning assigned thereto in GCC 18.3.
CONFIDENTIAL INFORMATION means all information and data of whatever nature or form which is furnished or caused to be furnished by RELIANCE FOUNDATION HOSPITAL TRUST, whether prior to execution of the Work Order or thereafter, regardless of whether such information is communicated orally, in writing, pictorially, by electronic transmission or otherwise about RELIANCE FOUNDATION HOSPITAL TRUST, the Site or the Services. Confidential Information shall include without limitation (i) RELIANCE FOUNDATION HOSPITAL TRUST INFORMATION; (ii) information relating to the business, operations, products, methods, policies and prospects of RELIANCE FOUNDATION HOSPITAL TRUST , its and their Intellectual Property, trade secrets, financial information, business plans, shareholders, directors, officers, employees, customers, suppliers and distributors and (iii) information relating to the Site, the facilities thereat and the Services.
CONTRACT means the Contract, together with all Contract Documents, as may be supplemented, amended, restated or replaced from time to time in accordance with the provisions hereof.
CONTRACT DOCUMENTS means the following documents:

i.) WORK ORDER, ALTERATION ORDER/AMENDMENT ORDER
ii.) Exhibit A : Special Conditions of Contract ;
iii.) Exhibit B : General Conditions of Contract;
iv.) Exhibit C : Scope of work
v.) Exhibit D : SITE SAFETY & SECURITY GUIDELINES
vi.) Letter of Intent or Letter of Award issued by RELIANCE FOUNDATION HOSPITAL TRUST in favour of CONTRACTOR.

WORK ORDER

RELIANCE FOUNDATION HOSPITAL TRUST
Kapol Building, 1st Floor, Raja Rammohan Roy Road
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Telephone : 0091-22 -9321704231/23848935
EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

CONTRACT VALUE means the value of the Contract as set out in the Work Order.
CONTRACTOR has the meaning assigned thereto in the Work Order, and includes its successors and permitted assigns.
CONTRACTOR REPRESENTATIVE means the person designated as such by CONTRACTOR who is acceptable to RELIANCE FOUNDATION HOSPITAL TRUST.
DEFECT LIABILITY/REPAIR/MAINTENANCE PEROID means the period of Twelve (12) months commencing on and from the COMPLETION DATE, provided that if any warranty work is carried out during such 12 month period, the Defects Liability Period shall be extended by an additional period of twelve (12) months in respect of the portion of the Services that were the subject of the warranty work, from the date such warranty work is completed.
EFFECTIVE DATE means the date of commencement of the Work Order period as specified in the Work Order.
ENCUMBRANCE means any charge, mortgage, pledge, hypothecation, lien, or any pre-emptive right, option, covenant, restriction, privilege, claim, right or security interest, or an agreement, arrangement or obligation to create any of the foregoing, whether imposed by contract, APPLICABLE LAW or otherwise.
ENGINEER-IN-CHARGE (EIC) shall the Engineer / Officer for the time being nominated by the company for the purpose of the contract or any work covered hereunder.
FINAL CERTIFICATE shall have the meaning assigned thereto in GCC 19.
FORCE MAJEURE shall have the meaning assigned thereto in GCC 27.1.
GOOD INDUSTRY PRACTICES means the exercise of that degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily RELIANCE FOUNDATION HOSPITAL TRUST be expected from a skilled, experienced, recognized and reputed CONTRACTOR engaged in the same type of undertaking as the CONTRACTOR under similar circumstances and acting generally in accordance with APPLICABLE LAW, codes and industry standards.
GOVERNMENTAL AUTHORITY means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof.
INSTRUCTIONS mean instructions or guidelines issued from time to time in writing by RELIANCE FOUNDATION HOSPITAL TRUST or the RELIANCE FOUNDATION HOSPITAL TRUST Representative.
INTELLECTUAL PROPERTY means (i.) patents, patent royalties, proprietary business and technical information, including know-how, data, inventions, invention disclosures, drawings,

RELIANCE FOUNDATION HOSPITAL TRUST
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EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

processes, materials, compositions, manufacturing procedures, formulations, computer software (including source and object code), patent applications and trade secrets, (ii.) copyrights and renewals thereof, (iii.) trademarks, trade names, service marks, service names, trade dress, logos and corporate names, together with goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, and (iv.) registrations and applications for registration for each of the foregoing and the like in any country.

OTHER PARTY shall have the meaning assigned thereto in GCC 31.8.

PARTY means RELIANCE FOUNDATION HOSPITAL TRUST or CONTRACTOR, as the case may be, and PARTIES means collectively RELIANCE FOUNDATION HOSPITAL TRUST and CONTRACTOR.

PERMANENT WORKS means the works of a permanent nature to be executed in accordance with the Contract

PERSON means any individual, joint venture, company, corporation, partnership (whether limited or unlimited), proprietorship, trust or other enterprise (whether incorporated or not), Hindu undivided family, association, government (central, state or otherwise), or any agency, department, authority or political subdivision thereof, and shall include their respective successors and in case of an individual shall include his/her legal representatives, administrators, executors and heirs and in case of a trust shall include the trustee or the trustees for the time being.

RELIANCE FOUNDATION HOSPITAL TRUST means an entity who has placed an Work Order and include, its successors and permitted assigns and hereinafter also referred to as 'OWNER'.

RELIANCE FOUNDATION HOSPITAL TRUST GROUP means and includes RELIANCE FOUNDATION HOSPITAL TRUST, its AFFILIATE's, and associate companies.

RELIANCE FOUNDATION HOSPITAL TRUST INDEMNIFIED PARTIES shall have the meaning assigned thereto in GCC 20.7.

RELIANCE FOUNDATION HOSPITAL TRUST INFORMATION shall have the meaning assigned thereto in GCC 10.1.

RELIANCE FOUNDATION HOSPITAL TRUST REPRESENTATIVE means the Person designated as such by RELIANCE FOUNDATION HOSPITAL TRUST and shall include any person expressly authorized by such person to act for and on its behalf.

REQUEST FOR ARBITRATION shall have the meaning assigned thereto in GCC 31.6.

SCHEDULE means the progress schedule for performance of Services as approved by RELIANCE FOUNDATION HOSPITAL TRUST.

SCOPE OF SERVICES means the Scope of Services annexed hereto as Exhibit C, as may be amended or modified from time to time in accordance with the provisions of the Contract.

RELIANCE FOUNDATION HOSPITAL TRUST
Kapol Building, 1st Floor, Raja Rammohan Roy Road
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Telephone : 0091-22 -9321704231/23848935
EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

SERVICES means the Services more particularly detailed in the Scope of Services from time to time.
SITE means any site at which the work is to be performed by the CONTRACTOR, and shall include a part of portion of the job site.
SITE PRESIDENT means the Person designated as such by RELIANCE FOUNDATION HOSPITAL TRUST and shall include any Person expressly authorized by such Person to act for and on its behalf.
SPECIFICATIONS mean specifications in relation to the Services as detailed in Exhibit C.
TEMPORARY WORKS means all works of a temporary nature of every kind, required or provided in or about the execution of the Works and the remedying of any defects therein.
TERM shall have the meaning assigned thereto in the Work Order.
WORKS means the Temporary Works and the PERMANENT WORKS, and where the context requires, a phase or part of the Works.

WORK ORDER means the order placed on CONTRACTOR by RELIANCE FOUNDATION HOSPITAL TRUST in respect of the SERVICES.

1.2 Principles of Interpretation. Unless the context otherwise requires, the following principles of interpretation shall be followed while interpreting the CONTRACT:

i.) Descriptive headings of provisions are inserted solely for convenience of reference and shall not be used to interpret the provisions of the CONTRACT.
ii.) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of the CONTRACT to any person or persons or circumstances except as the context otherwise permits.
iii.) Reference to any Section of, or Appendices to or other provision of any APPLICABLE LAW shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof then in force and to all instruments, orders or regulations then in force, and references to the laws of India or Indian law include the laws of any state forming part of the Union of India. Any reference to a statutory provision shall include any subordinate legislation made from time to time thereunder.
iv.) The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in the CONTRACT mean and refer to the CONTRACT and not to any particular provision of the CONTRACT.
v.) Reference to the words "include" and "including" shall be construed without limitation.
vi.) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done

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Number : MH3/930010955
Date 23.05.2026

shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next working day following, if the last day of such period is not a working day; and whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a working day, such payment shall be made or action taken on the next following working day.
vii.) Where any approval or consent of RELIANCE FOUNDATION HOSPITAL TRUST is required by CONTRACTOR, RELIANCE FOUNDATION HOSPITAL TRUST may give, withhold or condition such approval or consent in its absolute discretion
viii.) Wherever consent, notice, approval, authorization, or determination of a PARTY is required under or pursuant to the CONTRACT, the same shall be valid and effectual only if in writing under the hands of a duly authorized representative of such PARTY and not otherwise. "Written" or "in writing" means handwritten, typewritten, written or printed electronically to make a permanent record.
ix.) Any specified damages payable as set forth herein, whether on per day basis or otherwise, are a mutually agreed genuine pre-estimate of the loss or damage likely to be suffered and incurred by the PARTY entitled to receive the same and are not by way of penalty.

x.) Any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, license, code or other document as the same has been amended, varied, supplemented, modified, suspended or novated.
1.3 Order of Precedence. All CONTRACT DOCUMENTS and subsequently issued ALTERATION ORDER's are essential parts of the CONTRACT and will be in full force and effect as if they were expressly set out in the body of the CONTRACT. In resolving conflicts or inconsistencies between the CONTRACT DOCUMENTS, the following order of precedence shall be followed:
i.) ALTERATION ORDER's / AMENDMENT ORDERS;
ii.) Work Order;
iii.) Special Conditions of Contract;
iv.) General Conditions of Contract
v.) INSTRUCTIONS;
vi.) Letter of Intent or Letter of Award issued by RELIANCE FOUNDATION HOSPITAL TRUST in favour of CONTRACTOR.
vii.) Scope of work & technical specifications

2. ENTIRE AGREEMENT

RELIANCE FOUNDATION HOSPITAL TRUST
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Number : MH3/930010955
Date 23.05.2026

2.1 The CONTRACT constitutes the entire agreement of PARTIES with respect to the subject matter hereof and supersedes all previous agreements, negotiations and undertakings in respect thereof. PARTIES shall not be bound by or liable in respect of any statement, representation, promise or understanding not set forth in the CONTRACT.
2.2 The Entire Agreement shall be a Single indivisible CONTRACT and no PARTY can claim compensation in any manner or under any circumstances for part performance of the CONTRACT.
3. INDEPENDENT CONTRACTOR
3.1 CONTRACTOR shall, in performing its obligations under the CONTRACT, act as an independent CONTRACTOR and not as an agent of RELIANCE FOUNDATION HOSPITAL TRUST. Nothing in the CONTRACT shall constitute or be deemed to constitute the relationship of partnership or create a joint venture between PARTIES. CONTRACTOR shall not have, and shall not represent itself as having, any power or authority to bind RELIANCE FOUNDATION HOSPITAL TRUST or any member of the RELIANCE FOUNDATION HOSPITAL TRUST Group or create or assume in the name of RELIANCE FOUNDATION HOSPITAL TRUST or any member of the RELIANCE FOUNDATION HOSPITAL TRUST Group, any obligation, express or implied.
3.2 CONTRACTOR shall be solely responsible for performance of its obligation under the CONTRACT in accordance with its terms. CONTRACTOR shall maintain complete control over its employees, representatives and subcontractors. Nothing contained herein, or in any subcontract entered into pursuant hereto, shall be construed as creating any contractual relationship between RELIANCE FOUNDATION HOSPITAL TRUST and employees or representatives of CONTRACTOR or its subcontractors.

4. SCOPE OF SERVICES
4.1 CONTRACTOR shall at all times perform the SERVICES in accordance with the SPECIFICATIONS, INSTRUCTIONS, if any, and the provisions of the CONTRACT and as per the SCHEDULE.
4.2 CONTRACTOR shall render and perform all SERVICES and work (whether or not specifically delineated in the SCOPE OF SERVICES, unless specifically excluded hereby) necessary for due and proper performance of SERVICES. CONTRACTOR acknowledges that all such SERVICES and work shall be deemed to form part of the SERVICES and it shall perform any and all such SERVICES as fully as if completely delineated and described herein without any additional cost to RELIANCE FOUNDATION HOSPITAL TRUST in the most expeditious manner.
4.3 CONTRACTOR shall perform the SERVICES
i.) in a professional and workmanlike manner with all due care and diligence;

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ii.) Conscientiously and diligently, in a timely manner in accordance with the SCHEDULE;
iii.) in accordance with GOOD INDUSTRY PRACTICES, in compliance with APPLICABLE LAW's, APPLICABLE PERMITS, Site Safety and Security guidelines detailed in Exhibit D and as may be specified by RELIANCE FOUNDATION HOSPITAL TRUST from time to time and INSTRUCTIONS.
4.4 CONTRACTOR shall, at its own cost and expense, provide all administrative, technical and professional services and perform all related operations required for completion of SERVICES and acceptance thereof.
4.5 CONTRACTOR shall perform the SERVICES on all working days at RELIANCE FOUNDATION HOSPITAL TRUST SITE.
4.6 CONTRACTOR shall furnish adequate goods, materials, consumables, equipment, resources and personnel, and supplement and augment the same from time to time, as may be necessary to ensure due, timely and efficient performance of SERVICES as per the SCHEDULE and the provisions of the CONTRACT. CONTRACTOR shall provide and use only such goods, materials, consumables, equipment and resources for performance of SERVICES as are capable of performing the quality of SERVICES required hereunder and as are to the complete satisfaction of RELIANCE FOUNDATION HOSPITAL TRUST.
4.7 CONTRACTOR shall ensure that the CONTRACTOR REPRESENTATIVE is present at SITE at all times during normal working hours and at any other time notified by RELIANCE FOUNDATION HOSPITAL TRUST to receive INSTRUCTIONS. Any Instruction issued by RELIANCE FOUNDATION HOSPITAL TRUST to the CONTRACTOR REPRESENTATIVE shall be binding on CONTRACTOR.
4.8 CONTRACTOR shall submit all its queries concerning the interpretation of, or clarifications regarding, the CONTRACT, the INSTRUCTIONS, the RELIANCE FOUNDATION HOSPITAL TRUST INFORMATION and applicable standards and codes in writing to the RELIANCE FOUNDATION HOSPITAL TRUST Representative for resolution. The interpretation and clarifications provided by the RELIANCE FOUNDATION HOSPITAL TRUST Representative shall be final and binding on CONTRACTOR and CONTRACTOR shall proceed with the SERVICES in accordance with such interpretation and clarifications. CONTRACTOR shall be solely responsible for requesting for such interpretation or clarifications and shall be solely liable for all costs and expenses arising from its failure to do so or for any noncompliance with such interpretation or clarifications.
5. SITE
5.1 CONCEALED OR UNKNOWN SITE CONDITIONS CLAUSE
If the conditions at the Worksite are;

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(a) sub surface or other physical conditions which are materially different from those indicated in the CONTRACT DOCUMENTS, or
(b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the CONTRACT DOCUMENTS, the CONTRACTOR shall stop Work and give immediate written notice of the condition to the Owner.

5.2 RELIANCE FOUNDATION HOSPITAL TRUST shall provide CONTRACTOR non-exclusive access to and use of the SITE in a reasonably timely manner and consistent with schedule requirements. CONTRACTOR shall use the SITE solely for performance of SERVICES in accordance with the SITE Safety and Security guidelines set out in Exhibit D.

5.3 RELIANCE FOUNDATION HOSPITAL TRUST makes no warranty with respect to suitability of access routes to any part of the SITE and CONTRACTOR shall be solely responsible for securing access to the SITE and ensuring that such access routes are sufficient for it to perform its SERVICES in accordance with the CONTRACT.

5.4 CONTRACTOR shall at all times keep the SITE and adjacent areas clean, tidy, free and clear of all waste, rubble, scrap, surplus materials, unwanted tools, equipment and hazardous substances and otherwise in a safe and workmanlike condition. CONTRACTOR shall, and shall cause its subcontractors and its and their personnel to, clean thoroughly any and all equipment and material prior to its entry into the SITE.

5.5 RELIANCE FOUNDATION HOSPITAL TRUST may, at its sole discretion, engage other Persons to perform work at the SITE or engage more than one Person to perform the SERVICES, or any part thereof, or RELIANCE FOUNDATION HOSPITAL TRUST may itself use the SITE during the TERM. In such an event, CONTRACTOR shall:

i.) develop administrative procedures necessary to operate together with such Persons and extend all co-operation to such Persons;

ii.) not create any impediments to performance of SERVICES or work by any such Person;

iii.) in consultation with the RELIANCE FOUNDATION HOSPITAL TRUST Representative, reschedule the order of performance of its SERVICES in such a manner as will minimize interference with the work or SERVICES of any such Person.

5.6 If any work or SERVICES to be performed by RELIANCE FOUNDATION HOSPITAL TRUST or any other Person is contingent upon SERVICES to be performed by CONTRACTOR, the RELIANCE FOUNDATION HOSPITAL TRUST Representative will determine the respective rights, obligations and responsibilities of CONTRACTOR and such Persons and such determination shall be final and binding on CONTRACTOR.

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5.7 If any Service to be performed by CONTRACTOR is contingent upon work performed by any other Person or in continuance thereof or otherwise based or founded thereupon, CONTRACTOR shall prior to commencing such Service, inform RELIANCE FOUNDATION HOSPITAL TRUST in writing of any defects or deficiencies in such work. In case of any defects or deficiencies therein, CONTRACTOR shall not commence the relevant SERVICES unless so directed by RELIANCE FOUNDATION HOSPITAL TRUST.

5.8 Articles of Value Found

i.) CONTRACTOR shall notify RELIANCE FOUNDATION HOSPITAL TRUST in writing promptly upon discovery of any fossil, metal, coin, object of value, any antique article, or other object of geological or archaeological value at the SITE, together with all details in respect thereof; and ii.) Any such fossil, metal, coin, object of value, antique article or object of geological or archaeological value discovered at the SITE shall (as between CONTRACTOR and RELIANCE FOUNDATION HOSPITAL TRUST) be the property of RELIANCE FOUNDATION HOSPITAL TRUST. CONTRACTOR shall take all reasonable measures to prevent any misappropriation or damage thereto by its employees, agents, representatives or subcontractors and shall preserve the same as trustee for the benefit of RELIANCE FOUNDATION HOSPITAL TRUST.

5.9 Materials Obtained From Dismantling

Any material found by Contactor including, without limitation, consequent upon dismantling of any building or structure at SITE, other than the materials deployed by CONTRACTOR, shall, as between CONTRACTOR and RELIANCE FOUNDATION HOSPITAL TRUST, be the exclusive property of RELIANCE FOUNDATION HOSPITAL TRUST.

5.10 Exclusive Use for the WORKS

All Equipment, TEMPORARY WORKS, Plant, materials and goods provided by the CONTRACTOR shall, when brought on to the SITE, be deemed to be exclusively intended for the execution of the WORKS and the CONTRACTOR shall not remove the same or any part of such Equipment, TEMPORARY WORKS, Plant, materials or goods except for the purpose of moving it from one part of the SITE to another, without the consent in writing of ENGINEER-IN-CHARGE. Provided that consent shall not be required for vehicles engaged in transporting any staff labour, Equipment, TEMPORARY WORKS, Plant, materials or goods to and from the SITE.

5.11 Vesting

All Equipment, TEMPORARY WORKS, Plant, materials and goods owned by the CONTRACTOR, or by any company in which the CONTRACTOR has a controlling interest, shall, when on the SITE, be deemed to be the property of RELIANCE FOUNDATION HOSPITAL TRUST. Provided always that the vesting of such property in RELIANCE FOUNDATION HOSPITAL

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TRUST shall not prejudice the right of the CONTRACTOR to the sole use of the said Equipment, TEMPORARY WORKS, Plant, materials and goods for the purpose of the WORKS nor shall it affect the CONTRACTOR's responsibility to operate and maintain the same under the provisions of the CONTRACT. This Clause shall survive termination as envisaged in Clause 30.

5.10 Liability for Damage

RELIANCE FOUNDATION HOSPITAL TRUST shall not at any time be liable for loss or damage to any of the Equipment, TEMPORARY WORKS, materials or goods mentioned in Clause 5.9, nor for any loss, expense, costs, damages, liability or claim arising from the presence or use of the said Equipment, TEMPORARY WORKS, materials or goods.

5.11 Conditions for Hire of Equipment

Unless expressly consented to by the ENGINEER-IN-CHARGE in writing upon a request by the CONTRACTOR, the CONTRACTOR shall not bring on to the SITE any hired Equipment unless there is an agreement for the hire of such Equipment (which agreement shall be deemed not to include an agreement for hire purchase) which contains a provision that the owner of such Construction Equipment will, on request in writing made by RELIANCE FOUNDATION HOSPITAL TRUST within 7 days after the date on which the termination has become effective, and on RELIANCE FOUNDATION HOSPITAL TRUST undertaking to pay all hire charges in respect of such Equipment from such date, hire such Equipment to RELIANCE FOUNDATION HOSPITAL TRUST on the same terms in all respects as the same was hired to the CONTRACTOR save that RELIANCE FOUNDATION HOSPITAL TRUST shall be entitled to permit the use of such Construction Equipment by any other CONTRACTOR employed by RELIANCE FOUNDATION HOSPITAL TRUST for the purpose of executing and completing the WORKS and remedying any Defects therein under the terms.

5.12 Re-vesting and Removal

Upon the removal, with the consent of the ENGINEER-IN-CHARGE, of any such Equipment, TEMPORARY WORKS, materials or goods as have been deemed to have become the property of RELIANCE FOUNDATION HOSPITAL TRUST under Clause 5.10, the property therein shall be deemed to revest in the CONTRACTOR and, upon completion of the WORKS and the making good of all Defects, the property in the remainder of such Equipment, TEMPORARY WORKS and materials shall, subject to Clause 30, be deemed to revest in the CONTRACTOR

5.13 Incorporation of Clause in Subcontracts

The CONTRACTOR shall, where entering into any subcontract for the execution of any part of the WORKS, incorporate in such subcontract (by reference or otherwise) the provisions of this Clause in relation to the Equipment, TEMPORARY WORKS, materials or goods brought on to the SITE by the subcontractor.

WORK ORDER

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6. UTILITIES

6.1 Unless otherwise notified by RELIANCE FOUNDATION HOSPITAL TRUST, RELIANCE FOUNDATION HOSPITAL TRUST shall make available

i.) water
ii.) Electricity

at no charge, for use by CONTRACTOR for performance of SERVICES in the quantities determined in accordance with GCC 6.2.

6.2 Prior to commencement of SERVICES, PARTIES shall jointly determine the quantity of each utility required by CONTRACTOR for performance of SERVICES and RELIANCE FOUNDATION HOSPITAL TRUST shall make reasonable endeavors to make available such quantities of the utilities. CONTRACTOR shall, and shall cause its subcontractors and its and their personnel, to use the Utilities exclusively for performance of its obligations hereunder in a judicious and economical manner and shall ensure that only required quantities of such utilities are procured from RELIANCE FOUNDATION HOSPITAL TRUST. RELIANCE FOUNDATION HOSPITAL TRUST Representative shall on a monthly basis certify the quantity of the utilities actually utilized by CONTRACTOR in the immediately preceding month. RELIANCE FOUNDATION HOSPITAL TRUST may, at its discretion charge CONTRACTOR for any excess usage of utilities by CONTRACTOR and its subcontractors beyond the quantities determined by PARTIES, at the rates specified by RELIANCE FOUNDATION HOSPITAL TRUST from time to time.

6.3 RELIANCE FOUNDATION HOSPITAL TRUST shall inform CONTRACTOR of the delivery point at which each utility will be made available to CONTRACTOR. CONTRACTOR shall, at its cost and expense, arrange for transportation of water and transmission of electricity from the delivery point to the SITE without causing any hindrance to performance of any other work or activity at the SITE. CONTRACTOR may, with RELIANCE FOUNDATION HOSPITAL TRUST’s prior written approval, set up temporary transportation and transmission lines for this purpose. Unless otherwise directed by RELIANCE FOUNDATION HOSPITAL TRUST, CONTRACTOR shall, at its cost and expense remove the transportation and transmission lines set up by it forthwith upon expiry or earlier termination of the CONTRACT or on issuance of the Completion Certificate, whichever occurs earlier.

6.4 CONTRACTOR may, with RELIANCE FOUNDATION HOSPITAL TRUST’s prior consent, use the telephone, fax and telex facilities at the SITE in connection with the performance of its SERVICES. CONTRACTOR shall on demand by RELIANCE FOUNDATION HOSPITAL TRUST reimburse to RELIANCE FOUNDATION HOSPITAL TRUST the costs of the use of such facilities together with overheads therefor, as intimated by RELIANCE FOUNDATION HOSPITAL TRUST to CONTRACTOR on a periodical basis.

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7. PERSONNEL
7.1 CONTRACTOR shall deploy adequate number of skilled, experienced, competent, adequately qualified, well trained and equipped personnel to perform the SERVICES in accordance with the CONTRACT.
7.2 If, in RELIANCE FOUNDATION HOSPITAL TRUST's opinion, additional personnel are required for proper and timely performance of SERVICES, CONTRACTOR shall, at no additional cost to RELIANCE FOUNDATION HOSPITAL TRUST, deploy such number of additional personnel as may be intimated by RELIANCE FOUNDATION HOSPITAL TRUST and shall ensure that all such additional personnel meet the requirements set out in this GCC 7.
7.3 If, in RELIANCE FOUNDATION HOSPITAL TRUST's opinion, any of CONTRACTOR's personnel is unsuitable or not complying with provisions of the CONTRACT, or such personnel's performance is unsatisfactory, RELIANCE FOUNDATION HOSPITAL TRUST may require CONTRACTOR to replace such personnel. CONTRACTOR shall forthwith remove such personnel and provide suitable replacement for performance of SERVICES. Any personnel so removed shall not be deployed to provide SERVICES or for any other SERVICES or work for RELIANCE FOUNDATION HOSPITAL TRUST or any member of the RELIANCE FOUNDATION HOSPITAL TRUST Group.

7.4 CONTRACTOR's personnel shall at all times be employees of CONTRACTOR and RELIANCE FOUNDATION HOSPITAL TRUST shall not have any direct or indirect relationship (legal or otherwise) of any nature whatsoever with any such personnel. RELIANCE FOUNDATION HOSPITAL TRUST shall not be liable or responsible for payment of salaries, wages or other dues, or the service conditions, of any such personnel. CONTRACTOR shall be solely responsible and liable for (i.) payment of salaries, wages, compensation, and other dues of its personnel; (ii.) maintenance of applicable statutory records and returns in connection with its personnel and for their health, safety and service conditions, in compliance with all APPLICABLE LAW's and APPLICABLE PERMITS; and (iii.) compliance with all applicable labour and employment laws.
7.5 CONTRACTOR shall comply with the provisions of all applicable employment and labour laws, including, without limitation the provisions of the employment and labour laws detailed in Exhibit A, and obtain all applicable registrations as may be required under Applicable Laws in relation to its personnel, failing which RELIANCE FOUNDATION HOSPITAL TRUST may, at its sole option, terminate the CONTRACT. On request by RELIANCE FOUNDATION HOSPITAL TRUST, CONTRACTOR shall provide RELIANCE FOUNDATION HOSPITAL TRUST with requisite documentation evidencing compliance

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with Applicable Laws by CONTRACTOR. CONTRACTOR shall obtain all APPLICABLE PERMITS as may be necessary in respect of its and its subcontractors' personnel (including expatriates) including, without limitation, all visas, work permits and security clearances, as may be applicable.

7.6 CONTRACTOR shall observe all policies, practices and procedures as would be implemented by a reasonable and prudent CONTRACTOR for promoting, creating and maintaining orderly and productive relations with its personnel and the personnel of other Persons at SITE. CONTRACTOR shall take all necessary precautions to prevent work stoppages, slowdowns, disputes, strikes, lockouts and other unlawful, riotous or disorderly conduct by or amongst its and its subcontractors' personnel for preservation of peace and protection of persons and property at (and around) the SITE.

7.7 CONTRACTOR shall be solely responsible for any disruptions in performance of SERVICES due to any labour unrest amongst its and its subcontractors' personnel. CONTRACTOR shall notify RELIANCE FOUNDATION HOSPITAL TRUST immediately on the occurrence of, or in case it anticipates the occurrence of, any strike or labour dispute involving its or its subcontractors' personnel and shall keep RELIANCE FOUNDATION HOSPITAL TRUST notified on a periodical basis of the measures being taken by it to remedy the situation. CONTRACTOR shall not be entitled to any extension of time on account of any delay due to labour unrest amongst its or its subcontractors' personnel.

8. SCHEDULE

8.1 Within seven (7) days of the EFFECTIVE DATE or within such shorter period as may be required by RELIANCE FOUNDATION HOSPITAL TRUST due to exigencies, CONTRACTOR shall (in consultation with the RELIANCE FOUNDATION HOSPITAL TRUST Representative) prepare and submit to RELIANCE FOUNDATION HOSPITAL TRUST for its approval a plan for performance of SERVICES together with all supporting documents. Such plan shall inter alia set out (i.) actions, deliverables and their due dates, and (ii.) staffing plan, equipment and resources mobilization and deployment plan. CONTRACTOR shall incorporate any and all recommendations and changes suggested by RELIANCE FOUNDATION HOSPITAL TRUST in such plan. Such RELIANCE FOUNDATION HOSPITAL TRUST approved plan incorporating suggestions and changes suggested by RELIANCE FOUNDATION HOSPITAL TRUST shall become the SCHEDULE.

8.2 CONTRACTOR shall be solely responsible for controlling progress of SERVICES and ensuring compliance with the SCHEDULE. CONTRACTOR shall submit progress reports, in the format and at the periodicity specified by RELIANCE FOUNDATION HOSPITAL TRUST, for RELIANCE FOUNDATION HOSPITAL TRUST's review. CONTRACTOR shall in such progress reports provide a comparison between scheduled

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progress and actual progress of SERVICES and the reasons for discrepancy, if any, between the scheduled progress and actual progress.

8.3 CONTRACTOR shall on a periodical basis update the SCHEDULE based on the Change Orders, if any, and actual progress and submit such revised SCHEDULE to RELIANCE FOUNDATION HOSPITAL TRUST for its approval and the process set out in GCC 8.1 shall be repeated. The revised SCHEDULE shall, upon approval by RELIANCE FOUNDATION HOSPITAL TRUST and subject to modifications suggested by RELIANCE FOUNDATION HOSPITAL TRUST shall become the SCHEDULE to be complied with by CONTRACTOR.

8.4 If at any time either CONTRACTOR or RELIANCE FOUNDATION HOSPITAL TRUST is of the opinion that SERVICES are delayed or are likely to be delayed due to any reason whatsoever, then, CONTRACTOR shall, at its cost and expense, promptly and diligently take all measures necessary to eliminate or minimize such delay and supplement and augment resources including personnel, infrastructure, equipment and material as may be required to eliminate or minimize the delay. CONTRACTOR shall immediately notify RELIANCE FOUNDATION HOSPITAL TRUST of the causes of delay and the steps proposed to be taken by it to remedy such delay. CONTRACTOR shall comply with all reasonable steps suggested by RELIANCE FOUNDATION HOSPITAL TRUST to remedy such delay.

8.5 If at any time the delay, as envisaged in Clause 8.4 is attributable to delay in performance of any obligation of RELIANCE FOUNDATION HOSPITAL TRUST under the CONTRACT or Delay on the part of other CONTRACTORs or tradesmen engaged by RELIANCE FOUNDATION HOSPITAL TRUST in executing work not forming part of the CONTRACT, CONTRACTOR may make a written request to RELIANCE FOUNDATION HOSPITAL TRUST for extension of time and submit to RELIANCE FOUNDATION HOSPITAL TRUST documentation substantiating its request for extension of time. RELIANCE FOUNDATION HOSPITAL TRUST may extend the time for completion of SERVICES for such period(s) as it may consider necessary, if in its opinion, such delay has in fact resulted in insurmountable delay to the CONTRACTOR. The decision of RELIANCE FOUNDATION HOSPITAL TRUST in this behalf and as to the extension necessary shall be final and binding upon the CONTRACTOR.

8.5 All costs associated with such remedial steps shall be borne and paid by CONTRACTOR and RELIANCE FOUNDATION HOSPITAL TRUST shall not be liable for any additional costs or charges in relation thereto.

9. MATERIALS AND CONSUMABLES

9.1 Within fifteen (15) days of the EFFECTIVE DATE, CONTRACTOR shall inform RELIANCE FOUNDATION HOSPITAL TRUST in writing of all the materials and consumables required by it for performance of

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the SERVICES, together with details of the quantity in which each such material and consumable is required and as to when such materials and consumables are required.
9.2 Within 7 days of receipt of notice from CONTRACTOR under GCC 9.1, RELIANCE FOUNDATION HOSPITAL TRUST may notify CONTRACTOR of the materials and consumables it will supply, including the quantity and the rate at which each such material and consumable will be supplied by RELIANCE FOUNDATION HOSPITAL TRUST. CONTRACTOR shall purchase all material and consumable offered to be supplied by RELIANCE FOUNDATION HOSPITAL TRUST (to the extent offered to be supplied by RELIANCE FOUNDATION HOSPITAL TRUST) solely from RELIANCE FOUNDATION HOSPITAL TRUST.
9.3 RELIANCE FOUNDATION HOSPITAL TRUST shall supply to CONTRACTOR, and CONTRACTOR shall purchase from RELIANCE FOUNDATION HOSPITAL TRUST, such materials and consumables on inter alia the following terms:
i.) RELIANCE FOUNDATION HOSPITAL TRUST shall supply such materials and consumables at the rates prescribed by it in the notice for supply of materials and consumables to CONTRACTOR, a copy of which shall be provided by RELIANCE FOUNDATION HOSPITAL TRUST to CONTRACTOR on request.
ii.) CONTRACTOR shall inspect the materials and consumables supplied to it at the time of taking delivery and satisfy itself of the quality and quantity. RELIANCE FOUNDATION HOSPITAL TRUST shall not be liable in any manner whatsoever for any claims or complaints in respect of the quality or quantity of materials and consumables supplied by it once CONTRACTOR has taken delivery thereof.
iii.) RELIANCE FOUNDATION HOSPITAL TRUST shall not be responsible for any delay in, or any failure to, supply any materials or consumables agreed to be supplied by it, if such delay or failure is due to circumstances beyond the reasonable control of RELIANCE FOUNDATION HOSPITAL TRUST including due to any FORCE MAJEURE Event, or transport or procurement difficulties. CONTRACTOR shall not seek any additional time or additional payment or (including towards compensation for any losses suffered by it) alleged to have been caused, or caused, by such delay or non-supply.
9.3 CONTRACTOR may obtain all materials and consumables not offered to be supplied by RELIANCE FOUNDATION HOSPITAL TRUST from suppliers approved by RELIANCE FOUNDATION HOSPITAL TRUST; provided, that, no such approval by RELIANCE FOUNDATION HOSPITAL TRUST shall relieve CONTRACTOR from any of its obligations or responsibilities under the CONTRACT including in respect of the suitability and quality of the materials and consumables to be furnished by it for performance of its SERVICES.
9.4 CONTRACTOR shall, if so required by RELIANCE FOUNDATION

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HOSPITAL TRUST, prior to use of any material or consumable furnished by it, test and weigh such materials and consumables, at its own cost and expense. CONTRACTOR shall have such test conducted by the agency or authority, if any, specified by RELIANCE FOUNDATION HOSPITAL TRUST.

10. RELIANCE FOUNDATION HOSPITAL TRUST INFORMATION

10.1 RELIANCE FOUNDATION HOSPITAL TRUST may furnish, or cause to be furnished, to CONTRACTOR data, drawings and documents as may be required by CONTRACTOR for performance of its obligations hereunder ("RELIANCE FOUNDATION HOSPITAL TRUST INFORMATION") in a reasonably timely manner.

10.2 CONTRACTOR agrees that all RELIANCE FOUNDATION HOSPITAL TRUST INFORMATION provided or caused to be provided by RELIANCE FOUNDATION HOSPITAL TRUST is and shall at all times remain the property of RELIANCE FOUNDATION HOSPITAL TRUST and neither CONTRACTOR nor any of its subcontractors shall acquire by implication or otherwise any right, title, interest or license in or to any such information, or to any intellectual property rights embodied therein.

10.3 CONTRACTOR shall verify any and all data and information provided by RELIANCE FOUNDATION HOSPITAL TRUST (including the RELIANCE FOUNDATION HOSPITAL TRUST INFORMATION) prior to use thereof and shall promptly notify RELIANCE FOUNDATION HOSPITAL TRUST of any errors, omissions, inaccuracies, conflicts or discrepancies therein. CONTRACTOR shall, prior to incorporating any deviation from such data or information in its SERVICES, obtain RELIANCE FOUNDATION HOSPITAL TRUST’s written approval.

11. CONTRACTOR DOCUMENTS

11.1 CONTRACTOR shall prepare and submit to RELIANCE FOUNDATION HOSPITAL TRUST all drawings, documents, SPECIFICATIONS, certificates, progress reports, manuals and other information and data detailed in the SCOPE OF SERVICES, including for review and approval by RELIANCE FOUNDATION HOSPITAL TRUST, in the timely manner consistent with SCHEDULE requirements and the SCOPE OF SERVICES.

11.2 Where CONTRACTOR is required to obtain RELIANCE FOUNDATION HOSPITAL TRUST’s prior approval of any document, information, proposal or decision, or any part of the SERVICES:

i.) CONTRACTOR shall provide RELIANCE FOUNDATION HOSPITAL TRUST all necessary documentation and a request in writing specifying the time within which RELIANCE FOUNDATION HOSPITAL TRUST’s approval or rejection is required so as to be consistent with the SCHEDULE requirement, which shall in no event be lesser than seven (7) days. CONTRACTOR shall, together with such documentation, submit drawings, manuals, SPECIFICATIONS, calculations, information and details required for review thereof.

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EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

ii.) RELIANCE FOUNDATION HOSPITAL TRUST shall review and give CONTRACTOR its comments and approval or reasons for disapproval in writing within the reasonable time period specified by CONTRACTOR.
iii.) Approval by RELIANCE FOUNDATION HOSPITAL TRUST shall authorize CONTRACTOR to proceed with the SERVICES in respect of which approval has been granted. In case of any comments or if RELIANCE FOUNDATION HOSPITAL TRUST does not approve such document, CONTRACTOR shall consult with RELIANCE FOUNDATION HOSPITAL TRUST and revise and re-submit the relevant document to reflect RELIANCE FOUNDATION HOSPITAL TRUST's comments or recommendations and the procedure set out above shall be followed until approval of the documents by RELIANCE FOUNDATION HOSPITAL TRUST.
iv.) CONTRACTOR shall not vary, modify or otherwise depart from any documentation approved by RELIANCE FOUNDATION HOSPITAL TRUST without re-submitting such document to RELIANCE FOUNDATION HOSPITAL TRUST and obtaining RELIANCE FOUNDATION HOSPITAL TRUST's approval for such revised document.
11.3 Notwithstanding anything contained herein, any review, comment or approval undertaken or given by RELIANCE FOUNDATION HOSPITAL TRUST shall not relieve CONTRACTOR from any of its obligations or responsibilities hereunder in any manner whatsoever and shall not entitle CONTRACTOR to any extension of time or of the COMPLETION DATE or to any increase in the CONTRACT VALUE.
12. REPORTS AND RECORDS
12.1 CONTRACTOR shall at all times maintain records and registers required to be maintained by it under APPLICABLE LAW's and as RELIANCE FOUNDATION HOSPITAL TRUST may from time to time require it to maintain.
12.2 CONTRACTOR shall submit to the RELIANCE FOUNDATION HOSPITAL TRUST Representative:
i.) daily report of (a) the number of each class of personnel deployed by it for performance of SERVICES, and (b) the progress of critical activities and the key holdups;
ii.) weekly progress reports detailing activities performed in the preceding week, providing comparison of actual and scheduled performance and revised SCHEDULE, if any, for the following week. Such report shall detail the actual or potential delay in performance of SERVICES or in meeting the SCHEDULE, and the reasons there for.
12.3 In case of any slippages reported in such daily and weekly reports, CONTRACTOR shall, in its report, highlight the:
i.) corrective steps proposed to be taken by it to avoid further slippage and to minimize the impact of delay on the SCHEDULE; and
ii.) constraints on its performance and the actions initiated by it or RELIANCE FOUNDATION HOSPITAL TRUST's recommendations for removal of such constraints.

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Number : MH3/930010955
Date 23.05.2026

12.4 CONTRACTOR shall, immediately on demand, submit to the RELIANCE FOUNDATION HOSPITAL TRUST Representative any and all records and registers maintained by it in relation to the CONTRACT.
12.5 Submission to, and acceptance of any such report by the RELIANCE FOUNDATION HOSPITAL TRUST or the RELIANCE FOUNDATION HOSPITAL TRUST Representative or omission by RELIANCE FOUNDATION HOSPITAL TRUST or the RELIANCE FOUNDATION HOSPITAL TRUST Representative to object to any part of such report shall not constitute acceptance of the contents thereof or of the SERVICES, or any part thereof, by RELIANCE FOUNDATION HOSPITAL TRUST and shall not relieve CONTRACTOR of any of its obligations under the CONTRACT.
13. LAND
13.1 On request by CONTRACTOR and subject to availability of land at or near the SITE, RELIANCE FOUNDATION HOSPITAL TRUST may, at its sole discretion, provide space to CONTRACTOR at or near the SITE, for setting up CONTRACTOR's Site office(s), godown, workshops and / or assembly yard solely in connection with the performance of its obligations hereunder. CONTRACTOR acknowledges that it does not have any, nor shall it acquire any right, title or interest in such land and RELIANCE FOUNDATION HOSPITAL TRUST may at any time require CONTRACTOR to cease to use such land. CONTRACTOR shall immediately on request by RELIANCE FOUNDATION HOSPITAL TRUST or on expiry or earlier termination of the CONTRACT cease to use such land and remove all its equipment, materials, resources and all ancillary equipment and machinery, whether of permanent or temporary nature, from such land.

14. AUDIT
14.1 CONTRACTOR shall maintain accurate, correct and up-to-date accounts, records and other documents pertaining to performance of SERVICES by CONTRACTOR including, without limitation, records and documents supporting costs, expenses, receipts and income of CONTRACTOR, invoices, cash vouchers, debit notes and price lists with respect to the CONTRACT. CONTRACTOR shall retain such records for a minimum period of eight (8) years from the expiry of the financial year to which such records relate.
14.2 RELIANCE FOUNDATION HOSPITAL TRUST may, by giving reasonable prior notice to CONTRACTOR, inspect and audit, during business hours, all such accounts, records and documents to verify any statement, invoice, claim or other document submitted by CONTRACTOR.
15. ALTERATION ORDER / AMENDMENT ORDER
15.1 RELIANCE FOUNDATION HOSPITAL TRUST may, at any time, by written 'ALTERATION ORDER' require revisions to the SERVICES,

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Date 23.05.2026

including but not limited to changes (i.) to the method, manner, or sequence of performance of SERVICES; (ii) to RELIANCE FOUNDATION HOSPITAL TRUST INFORMATION provided to CONTRACTOR; (iii.) to the materials, or SITE(s) to be furnished or caused to be furnished by RELIANCE FOUNDATION HOSPITAL TRUST; (iv.) directing acceleration or deceleration in performance of SERVICES or any part thereof; or (v.) modifying the SCHEDULE.

15.2 In addition, in the event of an emergency, RELIANCE FOUNDATION HOSPITAL TRUST may issue an ALTERATION ORDER to CONTRACTOR for any SERVICES required by reason of such emergency. CONTRACTOR shall commence and complete such emergency SERVICES as directed by RELIANCE FOUNDATION HOSPITAL TRUST.

15.3 If, in the reasonable opinion of CONTRACTOR, any alteration to SERVICES on account of such ALTERATION ORDER causes a direct increase or decrease in the cost of, or the time required for, performance of the SERVICES, CONTRACTOR shall within three (3) days of the date of the ALTERATION ORDER provide RELIANCE FOUNDATION HOSPITAL TRUST preliminary documentation in support of the following:

i.) the impact, if any, which such alteration is likely to have on the SCHEDULE; and

ii.) the cost, if any, to CONTRACTOR for complying with such alteration (including, material and labor costs).

CONTRACTOR shall further notify RELIANCE FOUNDATION HOSPITAL TRUST in writing of the options for implementing the proposed alteration and the effect, if any, of each such option on the cost and time for implementation of the alteration.

15.4 Any delay by CONTRACTOR in giving notice or presenting a proposal for adjustment under this GCC 15 shall be grounds for rejection of the claim for adjustment.

15.5 If PARTIES are unable to agree on adjustment to consideration payable to CONTRACTOR or an adjustment to the SCHEDULE or any other aspect relating to the ALTERATION ORDER, CONTRACTOR shall proceed to perform SERVICES in accordance with the ALTERATION ORDER. CONTRACTOR shall maintain separate accounting records in respect of such alteration until such time PARTIES reach agreement on such ALTERATION ORDER. In the event of a disagreement in spite of all good faith negotiations, either PARTY may refer the dispute to dispute resolution in the manner set out in GCC 31 titled Dispute Resolution.

15.6 Notwithstanding anything to the contrary in the CONTRACT, PARTIES agree that alteration to SERVICES as a result of

i.)breach by CONTRACTOR of any of its obligations hereunder, or

ii.)demobilization or remobilization of equipment or personnel at SITE by CONTRACTOR without prior approval of RELIANCE FOUNDATION HOSPITAL TRUST shall not be deemed to be an ‘Alteration’ for any

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Number : MH3/930010955
Date 23.05.2026

intent or purpose whatsoever or give rise to a claim for an adjustment to the consideration or the time for performance of SERVICES.

15.7 If, at any time after commencement of SERVICES, RELIANCE FOUNDATION HOSPITAL TRUST, for any reason whatsoever, reduces CONTRACTOR's SCOPE OF SERVICES, then in such an event CONTRACTOR shall not be entitled to make any claim against RELIANCE FOUNDATION HOSPITAL TRUST for payment or compensation on account of any profit or advantage which might have been derived by CONTRACTOR from completion of all SERVICES, but which CONTRACTOR did not derive as a consequence of reduction in the SCOPE OF SERVICES. Provided however, in the event RELIANCE FOUNDATION HOSPITAL TRUST reduces the SCOPE OF SERVICES, and CONTRACTOR has already commenced the SERVICES so reduced, RELIANCE FOUNDATION HOSPITAL TRUST shall reimburse CONTRACTOR for costs incurred on such part of the SERVICES subject to CONTRACTOR submitting correct invoice together with all supporting documents as may be required by RELIANCE FOUNDATION HOSPITAL TRUST and provided further, that, CONTRACTOR shall immediately on intimation of reduction in the SCOPE OF SERVICES take all necessary steps to ensure that no additional costs are incurred in relation to such reduced SERVICES.

16. REPRESENTATION, WARRANTIES AND GUARANTEES

16.1 CONTRACTOR represents and warrants to RELIANCE FOUNDATION HOSPITAL TRUST that:

i.) it is duly organized and validly existing under the laws of India and has the power, capacity and authority to own its assets and to conduct its business as currently conducted and as contemplated in the CONTRACT;

ii.) it has the power and capacity to enter into and perform the CONTRACT and all transactions and undertakings contemplated in the CONTRACT;

iii.) all corporate or other required action necessary for the authorization, execution, performance and delivery of the CONTRACT and the transactions contemplated by the CONTRACT have been duly obtained, and

iv.) the CONTRACT has been duly executed by it and its obligations under the CONTRACT are valid and binding upon it in accordance with its terms.

16.2 CONTRACTOR further represents, warrants and covenants that:

i.) it has requisite experience, knowledge, expertise, capacity, availability of manpower and adequate infrastructure and resources with capacity and ability to supplement and augment all of these as may be necessary to effectively and properly perform the SERVICES;

ii.) it has, prior to the EFFECTIVE DATE, ascertained, evaluated,

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Number : MH3/930010955
Date 23.05.2026

and obtained a complete understanding, of:
(a) the nature and extent of SERVICES, all matters relating to the SITE and its environs, the general character of existing or adjacent work or structures, and means of ingress and aggress to and from the SITE,
(b) the general and local climatic, subsoil, weather and environmental conditions, seasons and all other matters that may affect the progress or performance of SERVICES or costs thereof;
(c) the suitability and availability of infrastructure and APPLICABLE PERMITS required to be obtained and all SITE access, operational and other requirements, relating to and / or affecting the performance of SERVICES;
(d) the equipment, facilities, infrastructure and resources required for performance of SERVICES, the availability of labour, equipment, materials, consumables and the supply and conditions affecting the availability and quality of such resources;
(e) other general and local conditions and APPLICABLE LAW's (including environmental and labour laws) which may affect performance of SERVICES or the cost thereof;
and has satisfied itself that the guarantees set out in GCC 16.6 can be met and SERVICES can be performed as contemplated in the CONTRACT.
16.3 CONTRACTOR has examined all aspects of the CONTRACT and the SERVICES to be performed and has satisfied itself fully as to the sufficiency of the consideration for performance and completion of all of its obligations under, and in accordance with, the CONTRACT. CONTRACTOR agrees and acknowledges that the CONTRACT VALUE is based on inspections and studies set forth in GCC 16.2 and accordingly, no increase of CONTRACT VALUE shall be permitted in respect of actual conditions encountered by CONTRACTOR at SITE.
16.4 Save and except as expressly provided in the CONTRACT, CONTRACTOR shall not be entitled to any increase in consideration in respect of its obligations under the CONTRACT. CONTRACTOR acknowledges that the CONTRACT VALUE is inclusive of performance by CONTRACTOR of all its obligations under the CONTRACT including Service not expressly delineated in the CONTRACT but inherently necessary to complete the SERVICES, and is inclusive of all overheads, finance charges on capital employed, taxes, profit, costs, charges and other expenses of every kind and nature.
16.5 CONTRACTOR hereby assumes full and complete responsibility for performance of SERVICES under the CONTRACT and warrants and guarantees that
i.) the SERVICES performed by it
(a) shall be free of defects and faults, shall be in accordance with the CONTRACT and shall be performed with due diligence and efficiency.

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(b) shall comply with and be in accordance with Good Industry Practice, APPLICABLE LAW's and APPLICABLE PERMITS.
(c) shall be performed by persons who are suitably qualified and experienced and will show first class skill and workmanship of standards generally accepted in the industry as highest standards.
(d) shall be complete in all respects and shall meet and fully comply with codes and well recognized professional standards.
ii.) all persons deployed by it in connection herewith shall be properly qualified, competent, skilled and experienced and CONTRACTOR shall be solely responsible for the quality of SERVICES.
In case of a breach of any warranty set forth in this GCC, RELIANCE FOUNDATION HOSPITAL TRUST may, without prejudice to any other rights or remedies available to it under the CONTRACT, under APPLICABLE LAW's or otherwise, require CONTRACTOR to, and CONTRACTOR shall, fulfil its obligations in accordance with the provisions of this GCC.
16.6 CONTRACTOR's liability for the warranties in GCC 16.5 shall be for the entire DEFECT LIABILITY/REPAIR/MAINTENANCE PEROID.
In the event of a breach of Warranty, CONTRACTOR shall at its own cost and expense, promptly rectify, replace refurnish or re perform such nonconforming SERVICES or part thereof in accordance with time periods agreed between the PARTIES.
If CONTRACTOR does not, repair maintain, rectify and / or remove any defect or deficiency in the SERVICES during the Defect/Repair/Maintenance Liability Period to the satisfaction of RELIANCE FOUNDATION HOSPITAL TRUST or within the time period specified by RELIANCE FOUNDATION HOSPITAL TRUST, RELIANCE FOUNDATION HOSPITAL TRUST may, at its sole discretion and at the cost, expense and risk of CONTRACTOR, rectify or remove such defect or deficiency itself or have the same rectified or removed by a third party.
16.7 In case of a breach of any guarantee set forth in GCC 16.6, RELIANCE FOUNDATION HOSPITAL TRUST may, without prejudice to any other rights or remedies available to it under the CONTRACT, under Applicable Laws or otherwise, require CONTRACTOR to, and CONTRACTOR shall, fulfil its obligations in accordance with the provisions of GCC 16.

17. RIGHT TO REJECT SERVICES AND REMEDIES
17.1 RELIANCE FOUNDATION HOSPITAL TRUST shall be entitled to (without any obligation to) examine and review SERVICES at any time and from time to time.
17.2 If at any time prior to issuance of the COMPLETION CERTIFICATE, RELIANCE FOUNDATION HOSPITAL TRUST is of the opinion that the SERVICES, or any part thereof:

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Number : MH3/930010955
Date 23.05.2026

i.) have been abandoned by CONTRACTOR or have been suspended by CONTRACTOR for more than three (3) days (unless the performance of Service has been suspended by RELIANCE FOUNDATION HOSPITAL TRUST under GCC 29);
ii.) are defective or have been executed with unskilled workmanship, or with materials of quality inferior than that contracted for or not meeting the standards, guarantees and warranties set out in the CONTRACT; or
iii.) otherwise not in conformity with the requirements of the CONTRACT, the SPECIFICATIONS, the SCHEDULE or APPLICABLE LAW's;
then notwithstanding inspection carried out or inspection rights provided hereunder and / or payment for SERVICES by RELIANCE FOUNDATION HOSPITAL TRUST, RELIANCE FOUNDATION HOSPITAL TRUST may, at its sole discretion and without prejudice to any other rights or remedies available to it under the CONTRACT or at law, take any one or more of the following steps:
iv.) require CONTRACTOR to correct such defect or deficiency by re-performing the SERVICES to the satisfaction of RELIANCE FOUNDATION HOSPITAL TRUST, by such date as may be reasonably required by RELIANCE FOUNDATION HOSPITAL TRUST;
v.) reject such SERVICES, in whole or in part by written notice to CONTRACTOR. RELIANCE FOUNDATION HOSPITAL TRUST may, at its option, require CONTRACTOR to complete, re-perform or rectify the rejected SERVICES.
vi.) terminate by notice the CONTRACT, in whole or in part
17.3 Forthwith upon notification by RELIANCE FOUNDATION HOSPITAL TRUST under GCC 17.2(iv.) or (v.), CONTRACTOR shall, at no cost to RELIANCE FOUNDATION HOSPITAL TRUST,
i.) in case of SERVICES which CONTRACTOR has failed to complete, take adequate and proper steps to complete the SERVICES forthwith.
ii.) in case of any defective or deficient SERVICES, at its own risk, cost and expense, promptly remedy or rectify or re-execute such Service so as to conform with the requirements of the CONTRACT.
17.4 Any SERVICES to be completed, re-performed or rectified as a result of examination or rejection as provided above, shall not be regarded as an alteration and shall not entitle CONTRACTOR to any extension of the SCHEDULE or any increase in the consideration and shall be at the sole cost and expense of CONTRACTOR.
17.5 If CONTRACTOR fails to take proper and adequate steps to complete, re-perform or rectify the SERVICES, upon receipt of notice from RELIANCE FOUNDATION HOSPITAL TRUST in a prompt manner, or fails to complete, reperform or rectify the SERVICES within the time period specified by RELIANCE FOUNDATION HOSPITAL TRUST or to the satisfaction of RELIANCE FOUNDATION HOSPITAL TRUST or if the CONTRACT is terminated by RELIANCE FOUNDATION HOSPITAL TRUST, then

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RELIANCE FOUNDATION HOSPITAL TRUST may, at its sole option (and without any obligation to and without prejudice to any other rights or remedies available to it under the CONTRACT or under APPLICABLE LAW's), complete the SERVICES or rectify the damaged or defective SERVICES, itself or through any third party(s), at CONTRACTOR's sole cost expense and risk. CONTRACTOR shall pay RELIANCE FOUNDATION HOSPITAL TRUST all costs and expenses incurred by RELIANCE FOUNDATION HOSPITAL TRUST together with 20% mark up in respect of such completion or rectification of SERVICES.

17.6 CONTRACTOR shall not be entitled to claim any extension to the SCHEDULE or charge RELIANCE FOUNDATION HOSPITAL TRUST any additional amount for such completion, re-performance or rectification of the SERVICES. CONTRACTOR's liability shall not be discharged in any manner by RELIANCE FOUNDATION HOSPITAL TRUST, itself or through any third party, completing, re-performing or rectifying any such Service.

17.7 The failure of RELIANCE FOUNDATION HOSPITAL TRUST to examine or, upon examination to, reject SERVICES or materials or equipment shall not relieve CONTRACTOR from any of its obligations under the CONTRACT or be deemed to be a waiver of any obligation of CONTRACTOR under the CONTRACT.

17.8 RELIANCE FOUNDATION HOSPITAL TRUST may deduct any and all expenses incurred by it to complete the SERVICES or to rectify any defect or deficiency therein itself or through any third party, from any sums that may be due, or at any time thereafter become due, to CONTRACTOR. If such deductions are not adequate to make good the expenses so incurred by RELIANCE FOUNDATION HOSPITAL TRUST, CONTRACTOR shall be liable to pay to RELIANCE FOUNDATION HOSPITAL TRUST the balance amounts to cover such expenses.

18. COMPLETION CERTIFICATE

18.1 CONTRACTOR shall, a minimum of forty five (45) days prior to completion of SERVICES, submit to RELIANCE FOUNDATION HOSPITAL TRUST a list setting out the steps proposed to be taken by CONTRACTOR for completion of SERVICES. PARTIES shall jointly review such list and finalize the steps to be performed by CONTRACTOR, with an estimate of time on an item by item basis, to liquidate all the steps.

18.2 CONTRACTOR shall, on having satisfied itself that all SERVICES (i.) have been duly completed in accordance with the CONTRACT, and (ii.) have passed the tests prior to Completion, remove all surplus materials, wreckage, rubbish and other goods and materials belonging to CONTRACTOR, its subcontractors and its and their personnel from the SITE and have the SITE cleaned to the complete satisfaction of RELIANCE FOUNDATION HOSPITAL TRUST and request RELIANCE FOUNDATION HOSPITAL TRUST in writing for a certificate of completion of SERVICES ("COMPLETION CERTIFICATE")

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Number : MH3/930010955
Date 23.05.2026

setting out the date on which SERVICES have been completed.
18.3 CONTRACTOR shall, together with such request, submit to RELIANCE FOUNDATION HOSPITAL TRUST the following documents (each a "COMPLETION DOCUMENT" and collectively the "COMPLETION DOCUMENTS"):
i.) the technical documents in accordance with which SERVICES have been performed.
ii.) three (3) sets of drawings highlighting the modification and corrections, if any, made during the performance of the SERVICES, approved by the RELIANCE FOUNDATION HOSPITAL TRUST Representative.
iii.) certificate(s) in respect of each test performed in relation to the SERVICES.
iv.) material appropriation statement for OWNER PROVIDED GOODS and other materials, if any, issued by RELIANCE FOUNDATION HOSPITAL TRUST for performance of SERVICES and a list of surplus materials returned to RELIANCE FOUNDATION HOSPITAL TRUST’s store or other location together with all supporting documentation.
18.4 Within thirty (30) days of such request, RELIANCE FOUNDATION HOSPITAL TRUST shall notify CONTRACTOR in writing whether RELIANCE FOUNDATION HOSPITAL TRUST considers the SERVICES to have been successfully completed or otherwise. Notwithstanding anything contained herein, the SERVICES shall not be deemed to have been completed until all surplus materials, wreckage, rubbish and other goods and materials belonging to CONTRACTOR, its subcontractors and its and their personnel have been removed from the SITE and the SITE has been cleaned to RELIANCE FOUNDATION HOSPITAL TRUST’s complete satisfaction.
18.5 If CONTRACTOR fails to comply with its obligation to remove surplus materials, wreckage, rubbish and other goods and materials from the SITE or to have the SITE cleaned to the complete satisfaction of RELIANCE FOUNDATION HOSPITAL TRUST in accordance with GCC 18.2, RELIANCE FOUNDATION HOSPITAL TRUST may, at CONTRACTOR’s sole cost, expense and risk, sell or otherwise dispose of all surplus materials, wreckage, rubbish and other goods and materials belonging to CONTRACTOR, its subcontractors and its or their personnel.
18.6 If RELIANCE FOUNDATION HOSPITAL TRUST considers that SERVICES have not been completed, RELIANCE FOUNDATION HOSPITAL TRUST shall inform CONTRACTOR of SERVICES which are yet to be completed and CONTRACTOR shall, in consultation with RELIANCE FOUNDATION HOSPITAL TRUST, determine the steps to be taken to complete such SERVICES and the SCHEDULE therefor.
18.7 CONTRACTOR shall, at no cost to RELIANCE FOUNDATION HOSPITAL TRUST, carry out such steps according to the mutually agreed SCHEDULE and on completion follow the procedure set out in this GCC 18 for the COMPLETION CERTIFICATE.

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Number : MH3/930010955
Date 23.05.2026

18.8 RELIANCE FOUNDATION HOSPITAL TRUST shall be under no obligation to issue the COMPLETION CERTIFICATE to CONTRACTOR until it is fully satisfied that CONTRACTOR has completed all of the SERVICES as per the CONTRACT requirements.
18.9 If SERVICES have been divided into phases or categories, RELIANCE FOUNDATION HOSPITAL TRUST may, at its option, take over any phase or category of SERVICES that has been completed in accordance with the CONTRACT before other SERVICES have been completed. CONTRACTOR may submit a request for a COMPLETION CERTIFICATE, in respect of the phase or category of SERVICES which it in good faith believes has been completed, in accordance with this GCC 18.
18.10 Issuance of COMPLETION CERTIFICATE by RELIANCE FOUNDATION HOSPITAL TRUST shall not relieve CONTRACTOR of, or discharge CONTRACTOR from, any of its obligations or liabilities under the CONTRACT.
19. FINAL CERTIFICATE
19.1 When (i) the entire DEFECT LIABILITY/REPAIR/MAINTENANCE PEROID has expired, (ii) CONTRACTOR has removed and / or rectified all defects and deficiencies, if any, in the SERVICES, whether notified by RELIANCE FOUNDATION HOSPITAL TRUST or otherwise, CONTRACTOR shall request RELIANCE FOUNDATION HOSPITAL TRUST for a certificate of final completion ("FINAL CERTIFICATE") certifying the final completion of all of CONTRACTOR’s SERVICES.
19.2 Within thirty (30) days of receipt of such request, RELIANCE FOUNDATION HOSPITAL TRUST shall give CONTRACTOR written notice of its acceptance of such request or advise CONTRACTOR of any defects or deficiencies in the SERVICES which are remaining to be removed or rectified by CONTRACTOR. CONTRACTOR shall promptly remove and / or rectify all such defects and deficiencies and notify RELIANCE FOUNDATION HOSPITAL TRUST of the removal and / or rectification of the same and the procedure set out in GCC 19.1 and GCC 19.2 shall be repeated until all such defects and deficiencies have been removed or rectified, as the case may be, to the complete satisfaction of RELIANCE FOUNDATION HOSPITAL TRUST.
19.3 Upon all such defects and deficiencies being removed or rectified, as the case may be, to the complete satisfaction of RELIANCE FOUNDATION HOSPITAL TRUST, RELIANCE FOUNDATION HOSPITAL TRUST shall issue the FINAL CERTIFICATE to CONTRACTOR.
19.4 If during the entire DEFECT LIABILITY/REPAIR/MAINTENANCE PEROID or at any time prior to issuance of the FINAL CERTIFICATE, CONTRACTOR does not rectify and / or remove any defect or deficiency in the SERVICES to the satisfaction of RELIANCE FOUNDATION HOSPITAL TRUST or within the time period specified by RELIANCE FOUNDATION HOSPITAL TRUST, RELIANCE FOUNDATION HOSPITAL TRUST may, at its sole discretion and at the cost, expense and

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Date 23.05.2026

risk of CONTRACTOR, rectify or remove such defect or deficiency itself or have the same rectified or removed by a third party.
19.5 RELIANCE FOUNDATION HOSPITAL TRUST shall not be under any obligation to issue a FINAL CERTIFICATE to CONTRACTOR until CONTRACTOR has rectified and/or removed all defects and / or deficiencies in the SERVICES (whether notified by RELIANCE FOUNDATION HOSPITAL TRUST or otherwise) to its complete satisfaction.
20. INSURANCE
20.1 CONTRACTOR shall, at its sole cost and expense, procure and maintain in effect for the duration of the CONTRACT, the types and amounts of insurance policies described in GCC 20.9 through GCC 20.16, from insurers acceptable to RELIANCE FOUNDATION HOSPITAL TRUST and on terms acceptable to RELIANCE FOUNDATION HOSPITAL TRUST. CONTRACTOR shall comply in all respects with the provisions and conditions stipulated in such insurance policies. CONTRACTOR shall on request by RELIANCE FOUNDATION HOSPITAL TRUST furnish to RELIANCE FOUNDATION HOSPITAL TRUST copies of the insurance policies with all documents as may be requested for by RELIANCE FOUNDATION HOSPITAL TRUST to ascertain compliance by CONTRACTOR with its obligations under this GCC 20.
20.2 If CONTRACTOR fails to procure or maintain any of the insurance policies required to be maintained by it under the CONTRACT, RELIANCE FOUNDATION HOSPITAL TRUST may (without any obligation to) obtain and maintain similar coverage, and RELIANCE FOUNDATION HOSPITAL TRUST shall, at its option, either deduct the sum(s) incurred for obtaining such insurance policies out of any amount payable by RELIANCE FOUNDATION HOSPITAL TRUST to CONTRACTOR or require CONTRACTOR to reimburse to RELIANCE FOUNDATION HOSPITAL TRUST the costs incurred by RELIANCE FOUNDATION HOSPITAL TRUST for obtaining such insurance policies.
20.3 Nothing contained herein shall in any manner limit the obligations, liabilities or responsibilities of CONTRACTOR under the CONTRACT or otherwise. CONTRACTOR shall bear any deductibles or excesses not insured by CONTRACTOR and any amount not recovered from insurers.
20.4 Insolvency, liquidation, bankruptcy or failure of any insurance company providing insurance for CONTRACTOR or failure of any such insurance company to pay claims accruing, shall not be considered a waiver of, nor shall it excuse CONTRACTOR from complying with, the provisions of the CONTRACT.
20.5 All insurance policies obtained by CONTRACTOR pursuant to this CONTRACT shall be endorsed with the following wording to waive all express or implied rights of subrogation:
"The insurers hereby waive their rights of subrogation against RELIANCE FOUNDATION HOSPITAL TRUST, its AFFILIATE’s and its and

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EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

their directors, officers or employees and against any individual, firm or corporation for whom or with whom RELIANCE FOUNDATION HOSPITAL TRUST may be acting".

20.6 CONTRACTOR shall immediately upon receipt of the Work Order and in any event prior to commencement of SERVICES, furnish RELIANCE FOUNDATION HOSPITAL TRUST with all certificates of insurance. Such certificates shall indicate that RELIANCE FOUNDATION HOSPITAL TRUST will be given at least seven (7) days advance notice of any material change in or cancellation of the relevant insurance policy.

20.7 CONTRACTOR shall require all its subcontractors to provide such insurance coverage as is set forth in this GCC and as CONTRACTOR considers necessary. CONTRACTOR shall ensure that such policies include waivers of subrogation wording as contained in GCC 20.5. The fact that a subcontractor provides any of the foregoing coverages, or any other coverages that CONTRACTOR considers necessary, shall not relieve CONTRACTOR from its obligation to provide the said insurance coverages and obtain such waivers of subrogation. CONTRACTOR shall indemnify, defend and hold the RELIANCE FOUNDATION HOSPITAL TRUST INDEMNIFIED PARTIES harmless from and against all claims, demands, losses and expenses to which the said insurance coverages (including such waivers) would have applied.

20.8 CONTRACTOR shall promptly give written notice to insurers of, and shall furnish all necessary information concerning, any occurrence which may give rise to a claim under any of the insurance policies obtained pursuant to the CONTRACT. CONTRACTOR shall promptly give RELIANCE FOUNDATION HOSPITAL TRUST written notice of any claim made or proceedings commenced under any of the policies of insurances maintained pursuant to the CONTRACT.

20.9 Workman’s Compensation and Employer’s Liability Insurance

i.) Until such time the Employees State Insurance Act, 1938 is made applicable by the applicable GOVERNMENTAL AUTHORITY to the area of the SITE, all of CONTRACTOR’s directors, officers, employees and personnel shall be covered under appropriate insurance policies maintained by CONTRACTOR for statutory benefits and any damages or compensation payable in respect of accident or injury as set forth and required by APPLICABLE LAW’s, including under the Workman’s Compensation Act, 1938, in the area of SITE or such other jurisdiction in which CONTRACTOR may become obligated to pay benefits. CONTRACTOR shall include voluntary coverage and other appropriate extensions of coverage as necessary.

ii.) CONTRACTOR shall procure and keep valid and subsisting adequate employer’s liability insurance in respect of all its employees and personnel, and in any event, in an amount not less than that specified by RELIANCE FOUNDATION HOSPITAL TRUST.

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Number : MH3/930010955
Date 23.05.2026

iii.) In case of any accident, CONTRACTOR shall submit the accident report in Form No. I to the RELIANCE FOUNDATION HOSPITAL TRUST Representative immediately and to the human resources department of RELIANCE FOUNDATION HOSPITAL TRUST within twenty four (24) hours in case of fatal accident and within two (2) days in case of a non-fatal accident.

20.10 Insurances Required under APPLICABLE LAW's

CONTRACTOR shall obtain and maintain any and all insurances required to be obtained and maintained by it under APPLICABLE LAW's in respect of the SERVICES, its obligations under the CONTRACT and its personnel.

20.11 Commercial General Liability

CONTRACTOR shall obtain and maintain commercial general liability insurance, on a broad form basis including contractual liability, with a combined single limit for bodily injury and property damage of Rs. 5 Crores or value of the CONTRACT whichever is lesser with regard to products/completed operations.

20.12 Automobile Liability

i.) CONTRACTOR shall obtain and maintain automobile liability insurance (for bodily injury and property damage liability) including coverage for all owned, hired and non-owned automobiles.

ii.) The combined single limit of liability shall be not less than Rs. 2 Crores for any one incident or loss. CONTRACTOR may satisfy the required limits by a combination of a primary policy and an excess or umbrella policy.

20.13 If CONTRACTOR's general liability insurance is covered under its commercial general liability insurance, then CONTRACTOR's automobile liability insurance may include coverage for automobile contractual liability.

20.14 Damage to Existing Facilities

i.) For the purposes of this GCC 20.14, existing facilities refers to the existing structures, properties, equipment and facilities at the SITE.

ii.) CONTRACTOR shall indemnify, defend and hold RELIANCE FOUNDATION HOSPITAL TRUST INDEMNIFIED PARTIES harmless from and against any and all claims, losses, damage to property including any RELIANCE FOUNDATION HOSPITAL TRUST INDEMNIFIED PARTIES property arising under or by reason of the CONTRACT if such claims result from the fault and/or negligence or willful acts or omissions of CONTRACTOR, or of anyone acting under its direction or control or on its behalf.

20.15 Pollution Risks

CONTRACTOR shall pay and be responsible for control, disposal and/or removal of any liquid or nonliquid pollutant or waste materials, that is or has been discharged, seeped, spilled, blown out or leaked by or from CONTRACTOR's equipment or by CONTRACTOR,

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Number : MH3/930010955
Date 23.05.2026

its subcontractors' or its or their employees, agents or representative and CONTRACTOR shall indemnify, defend and hold the RELIANCE FOUNDATION HOSPITAL TRUST INDEMNIFIED PARTIES harmless from and against any claim or cause arising from the foregoing, including, but not limited to, any claim by any government or governmental agency.

20.16 Third Party Insurance

CONTRACTOR shall obtain and maintain third party insurances in respect of body injury and property damage to the limit of not less than Rs. 5,00,000 (Rupees five lakh only) in each accident at SITE and to a limit of Rs. 25,00,000 (Rupees twenty five lakh only) for all accidents at SITE.

21. INDEMNITY

21.1 Notwithstanding anything contained herein, RELIANCE FOUNDATION HOSPITAL TRUST shall not be responsible or liable in any manner whatsoever for any claims, suits, actions, proceedings, liabilities, demands, losses, damages, fines, penalties, costs or expenses incurred or suffered by CONTRACTOR, its subcontractors or its or their personnel, agents or representatives, including in respect of any injury or death of any PERSON or damage to or loss of any equipment, material or property arising or resulting from, or occasioned by or in connection with the SERVICES and CONTRACTOR hereby releases RELIANCE FOUNDATION HOSPITAL TRUST from any and all liability therefore.

21.2 CONTRACTOR shall indemnify, defend and hold the RELIANCE FOUNDATION HOSPITAL TRUST INDEMNIFIED PARTIES harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, damages, losses, fines, penalties, costs or expenses (including legal fees and expenses) of every kind and nature, arising, whether during the TERM or at any time thereafter and in any manner directly or indirectly caused, occasioned or contributed in whole or in part, by reason of:

i.) any act, omission, fault or negligence whether active or passive of CONTRACTOR or of anyone acting under its direction or control or on its behalf;

ii.) breach of any representation, warranty, obligation or covenant under the CONTRACT by CONTRACTOR or of anyone acting under its direction or control or on its behalf;

iii.) breach or violation of any APPLICABLE LAW' or Applicable Permit.

21.3 If RELIANCE FOUNDATION HOSPITAL TRUST is required to pay any amount in respect of any claims or demands as aforesaid (including under applicable employment or labour laws) CONTRACTOR shall reimburse to RELIANCE FOUNDATION HOSPITAL TRUST the amount paid and costs incurred by RELIANCE FOUNDATION HOSPITAL TRUST or

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Number : MH3/930010955
Date 23.05.2026

RELIANCE FOUNDATION HOSPITAL TRUST may, at its option, deduct such amounts from any sum due or thereafter becoming due to CONTRACTOR under the CONTRACT or otherwise. CONTRACTOR shall not dispute or question payments of any such amount by RELIANCE FOUNDATION HOSPITAL TRUST notwithstanding such payment being made without its consent or authority and notwithstanding RELIANCE FOUNDATION HOSPITAL TRUST not contesting any such claim.

21.4 CONTRACTOR shall indemnify, defend and hold harmless RELIANCE FOUNDATION HOSPITAL TRUST INDEMNIFIED PARTIES from and against any and all claims, suits, actions, proceedings, cause of action, demands, losses, damages, fines, penalties, costs, expenses (including legal fees and expenses) and liabilities of every kind and nature, arising, whether during the TERM or at any time thereafter, on account of

i.) injury to or illness or death of any PERSON or damage to or loss of any equipment or property; or

ii.) environmental damage occurring at the SITE or at the premises of the CONTRACTOR or any of its subcontractor or pollution emanating from the property or equipment of CONTRACTOR, its agents or subcontractors

to the extent arising directly or indirectly from or out of or in connection with the performance of SERVICES by, or any act or omission of, CONTRACTOR, its subcontractors or any of their officers, directors, employees, agents or representatives.

21.5 The provisions of this GCC 21 shall survive expiry or earlier termination of the CONTRACT.

22. LIMITATION OF LIABILITY

22.1 Under no circumstances shall RELIANCE FOUNDATION HOSPITAL TRUST its officers, directors, employees, shareholders, consultants etc. be liable to CONTRACTOR for any loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity, loss of or costs of financing (and all such cases involving financing, whether direct, indirect or consequential) or for indirect or consequential damages, costs, losses or expenses, whether arising in CONTRACT, tort (including negligence) or otherwise and CONTRACTOR hereby releases RELIANCE FOUNDATION HOSPITAL TRUST from any liability therefor.

22.2 In no event shall RELIANCE FOUNDATION HOSPITAL TRUST’s aggregate liability to CONTRACTOR, in CONTRACT, tort or otherwise (including any liability for any negligent act or omission) arising out of or in connection with the CONTRACT, however caused, exceed in the cumulative aggregate a sum equal to 5% of the consideration then paid to CONTRACTOR by RELIANCE FOUNDATION HOSPITAL TRUST.

23. LIQUIDATED DAMAGES : - NA

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Number : MH3/930010955
Date 23.05.2026

23.1 Without prejudice to any other rights or remedies available to RELIANCE FOUNDATION HOSPITAL TRUST under the CONTRACT or under APPLICABLE LAW's, if CONTRACTOR does not complete the SERVICES on the date or within the period specified in the CONTRACT, CONTRACTOR shall be liable to pay to RELIANCE FOUNDATION HOSPITAL TRUST, as ascertained and agreed, liquidated damages not amounting to penalty, of an amount equal to 1% of the total consideration payable by RELIANCE FOUNDATION HOSPITAL TRUST under the CONTRACT, for each week of delay or part thereof subject to a maximum of 5% of the total consideration payable under the CONTRACT.
23.2 If at any time a part of the delay, is attributable to delay in performance of any obligation of RELIANCE FOUNDATION HOSPITAL TRUST under the CONTRACT or Delay on the part of other CONTRACTORs or tradesmen engaged by RELIANCE FOUNDATION HOSPITAL TRUST in executing work not forming part of the CONTRACT, the liquidated damages shall be payable by the CONTRACTOR in the same rate as envisaged in clause 23.1 deducting the time period of such delay by RELIANCE FOUNDATION HOSPITAL TRUST or tradesmen engaged by RELIANCE FOUNDATION HOSPITAL TRUST in executing work not forming part of the CONTRACT. If such delay occurs after the date or after the time period of completion specified in the CONTRACT, CONTRACTOR shall be liable to pay to RELIANCE FOUNDATION HOSPITAL TRUST, Liquidated Damages as envisaged in clause 23.1 till the day/ time of such delay caused by RELIANCE FOUNDATION HOSPITAL TRUST or tradesmen engaged by RELIANCE FOUNDATION HOSPITAL TRUST in executing work not forming part of the CONTRACT.
23.3 The payment or recovery of any amount under this GCC 23 shall not relieve CONTRACTOR from any of its obligations and liabilities under the CONTRACT.
23.3 CONTRACTOR confirms that the liquidated damages set out in GCC 23.1 is a genuine pre-estimate of the damages that may be suffered or incurred by RELIANCE FOUNDATION HOSPITAL TRUST in case of any delay in performance of SERVICES.
24. INTELLECTUAL PROPERTY RIGHTS
24.1 Any and all findings, inventions, improvements, results, documents, information, data, samples, models, or INTELLECTUAL PROPERTY developed or produced by CONTRACTOR, any of its subcontractors or any of its or their personnel in connection with the CONTRACT shall be the exclusive property of RELIANCE FOUNDATION HOSPITAL TRUST upon its creation, whether or not delivered to RELIANCE FOUNDATION HOSPITAL TRUST at such time and shall be permitted to be used by CONTRACTOR and its subcontractors only in connection with the CONTRACT and for no other purpose whatsoever. CONTRACTOR shall, and shall cause its subcontractors and its and their personnel, to relinquish to RELIANCE FOUNDATION HOSPITAL TRUST all rights it may have in relation thereto.

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Number : MH3/930010955
Date 23.05.2026

CONTRACTOR agrees to notify RELIANCE FOUNDATION HOSPITAL TRUST as soon as it becomes aware that any such rights or interests have been made or obtained. RELIANCE FOUNDATION HOSPITAL TRUST may, at its discretion and cost, apply for any patent or similar rights relating to any and all inventions arising out of the SERVICES performed, or connected with the SERVICES and CONTRACTOR shall provide all assistance as may be reasonably required by RELIANCE FOUNDATION HOSPITAL TRUST to make or apply for any such patent or other INTELLECTUAL PROPERTY rights.
At RELIANCE FOUNDATION HOSPITAL TRUST's request and in any event within thirty (30) days of the COMPLETION DATE or expiry or termination of the CONTRACT, whichever occurs earlier, CONTRACTOR shall deliver, or cause to be delivered, to RELIANCE FOUNDATION HOSPITAL TRUST all documents, information, data and samples in relation thereto (with such numbers of copies thereof as RELIANCE FOUNDATION HOSPITAL TRUST may reasonably request).
24.2 CONTRACTOR shall be solely responsible for payment of all royalties, license fees and other sums payable in respect of any INTELLECTUAL PROPERTY used by CONTRACTOR in performing the SERVICES including in relation to any equipment, machinery, materials or compositions of matter used or methods and processes practiced or employed in the performance of SERVICES and CONTRACTOR shall indemnify the RELIANCE FOUNDATION HOSPITAL TRUST INDEMNIFIED PARTIES from and against any and all claims, damages, costs (including legal costs) and expenses arising out of or relating to non-payment of any such royalties, license fees or other sums.
24.3 The obligations set out in this GCC 24 will survive expiry or termination of the CONTRACT.

25. CONFIDENTIALITY
25.1 CONTRACTOR shall, at all times during the TERM and for a further period of five (5) years, maintain in confidence, in accordance with the standard of care and diligence it utilises in maintaining its own CONFIDENTIAL INFORMATION but in any event no lesser than reasonable care and diligence, the terms of the CONTRACT, and any and all CONFIDENTIAL INFORMATION, and shall not disclose any CONFIDENTIAL INFORMATION to any PERSON other than its employees, representatives and subcontractors’ and then strictly on a need to know basis; provided that prior to disclosure of CONFIDENTIAL INFORMATION to such Persons, such Persons shall have entered into appropriate confidentiality undertakings in relation to the CONFIDENTIAL INFORMATION on terms no less onerous than the terms of this GCC 25 and provided further that CONTRACTOR shall be liable for any breach of the confidentiality obligations by any such PERSON.

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Number : MH3/930010955
Date 23.05.2026

25.2 CONTRACTOR shall use the CONFIDENTIAL INFORMATION solely for performance of its obligations under the CONTRACT and for no other purpose whatsoever.
25.3 CONTRACTOR shall return to RELIANCE FOUNDATION HOSPITAL TRUST, or at the option of RELIANCE FOUNDATION HOSPITAL TRUST irreversibly destroy or delete (and certify in writing the same), any and all records of CONFIDENTIAL INFORMATION, copies thereof and any notes, memoranda or other material derived therefrom immediately on demand by RELIANCE FOUNDATION HOSPITAL TRUST or on expiry or earlier termination of the CONTRACT.
25.4 CONTRACTOR shall not, without the prior written consent of RELIANCE FOUNDATION HOSPITAL TRUST, take or permit to be taken any photographs of the SITE or the facilities at the SITE or any part thereof or use the same in any publicity or advertising or give any information, photographs or illustrations regarding the SERVICES, the facilities and / or the SITE to any PERSON, including without limitation any journal or newspaper or any publishing, radio or television company.
25.5 CONTRACTOR shall use all reasonable endeavours to maintain goodwill with various government authorities in India and with the general public in relation to the performance of SERVICES. Except as otherwise required to perform its obligations under this CONTRACT (particularly with respect to APPLICABLE PERMITS), CONTRACTOR shall not contact any government department or agency on any matter relating to the CONTRACT or the SERVICES to be performed hereunder, without the prior written consent of RELIANCE FOUNDATION HOSPITAL TRUST.
25.6 CONTRACTOR shall not issue any press release, advertisement, promotion material, brochures, financial documents or other similar matters, nor participate in any media interview which mentions or refers to the CONTRACT or the SERVICES to be performed hereunder, without the prior written consent of RELIANCE FOUNDATION HOSPITAL TRUST.
26. PREVENTION OF CORRUPTION
26.1 The CONTRACTOR certifies that neither it, nor its AFFILIATE’s, and to the best of its knowledge, none of its employees, representatives, or agents, has made, offered to make or agreed to make any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind, to or for the personal benefit of the employees of RELIANCE FOUNDATION HOSPITAL TRUST or its AFFILIATE’s or any other PERSON or third party by whatsoever name called to obtain any WORK ORDER or in connection with execution or performance of this WORK ORDER. The CONTRACTOR further, confirms that if it learns of or has reason to know of any such payment, offer or agreement to make a payment to any of the above mentioned persons or entities for the purpose of

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Number : MH3/930010955
Date 23.05.2026

obtaining any WORK ORDERs or in connection with execution or performance of this WORK ORDER, it will immediately inform the RELIANCE FOUNDATION HOSPITAL TRUST in writing communicating to the RELIANCE FOUNDATION HOSPITAL TRUST all information in respect of the above within the knowledge or possession of the CONTRACTOR

Without prejudice to CONTRACTOR's obligations under 26.1 shall not offer or give, or agree to give, to any employee, agent, servant or representative of the RELIANCE FOUNDATION HOSPITAL TRUST any consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this WORK ORDER or any other WORK ORDER with the RELIANCE FOUNDATION HOSPITAL TRUST, or for showing or refraining from showing favour or dis-favour to any PERSON in relation to this WORK ORDER or any such PURCHASE ORDER.

The CONTRACTOR shall not enter into this WORK ORDER if in connection with it commission has been paid or is agreed to be paid to any employee's or representative of the RELIANCE FOUNDATION HOSPITAL TRUST by the CONTRACTOR or on the CONTRACTOR's behalf, unless before this WORK ORDER is made, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the RELIANCE FOUNDATION HOSPITAL TRUST.

Where the CONTRACTOR or CONTRACTOR's employees, servants, SUB-CONTRACTORs, suppliers or agents or anyone acting on the CONTRACTOR's behalf, engages in conduct prohibited by this clause in relation to this or any other WORK ORDER with the RELIANCE FOUNDATION HOSPITAL TRUST, the RELIANCE FOUNDATION HOSPITAL TRUST has the right, without prejudice to any other rights or remedies available at law, to:

a) terminate the WORK ORDER and recover from the CONTRACTOR the amount of any loss suffered by the RELIANCE FOUNDATION HOSPITAL TRUST resulting from the termination;

b) recover in full from the CONTRACTOR any other loss sustained by the RELIANCE FOUNDATION HOSPITAL TRUST in consequence of any breach of this clause, whether or not the WORK ORDER has been terminated.

27. FORCE MAJEURE

27.1 'FORCE MAJEURE' shall mean any event or circumstance or combination of events or circumstances (or any consequences thereof) that materially and adversely affects the performance by a PARTY ("AFFECTED PARTY") of its obligations hereunder, in whole or in part, (including by preventing, hindering, or delaying such performance), but only if and to the extent that such event or circumstance or the consequences thereof are not within the AFFECTED PARTY's reasonable control, were not reasonably

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Number : MH3/930010955
Date 23.05.2026

foreseeable and could not have been prevented or overcome by the AFFECTED PARTY through the exercise of reasonable diligence. FORCE MAJEURE events shall include the following events and circumstances (to the extent that they or their consequence satisfies the requirements set forth in this GCC 27.1)
i.) earthquake, hurricane (Beaufort Scale Force 12), flood, fire, cyclone, or other acts of God;
ii.) declared war, insurrection, requisition or embargo;
iii.) strikes or lockouts or other labour action affecting a whole national category of workers except where solely restricted to employees of CONTRACTOR;
iv.) acts of any GOVERNMENTAL AUTHORITY having jurisdiction, including the issuance or promulgation of any court order or APPLICABLE LAW, the effect of which would prevent, delay or make unlawful the AFFECTED PARTY's performance under the CONTRACT.
27.2 Notwithstanding anything contained in GCC 27.1, the following events shall not constitute events of FORCE MAJEURE: (i.) a loss by a PARTY of employees (other than by reason of FORCE MAJEURE); (ii.) strikes and other labor actions involving the AFFECTED PARTY or its subcontractors' personnel; (iii.) non-availability of any raw materials, equipment, supplies or components unless such raw materials, equipment, supplies or components are not available due to a FORCE MAJEURE event; (iv.) failure to obtain APPLICABLE PERMITS on a timely basis or as otherwise required for performance of SERVICES, unless such failure is caused due to a FORCE MAJEURE event; (v.) changes in APPLICABLE LAW; (vi.) any increase in the AFFECTED PARTY's costs; (vii.) any event or occurrence caused by or resulting from the fault or negligence of the AFFECTED PARTY.
27.3 Neither PARTY shall be considered to be in default or in breach of its obligations under the CONTRACT to the extent that performance of such obligations is prevented by any event of FORCE MAJEURE for so long as such FORCE MAJEURE continues, provided that such PARTY complies with further provisions of this GCC 27.
27.4 If the AFFECTED PARTY considers that an event of FORCE MAJEURE has occurred which may affect performance of its obligations under the CONTRACT the AFFECTED PARTY shall as soon as reasonably practicable after commencement of such event, but in any event within twenty four (24) hours thereof, notify the OTHER PARTY in writing of the FORCE MAJEURE event together with all relevant information relating thereto, the expected duration thereof, the extent to which any obligation will be prevented or delayed due to such FORCE MAJEURE, and the measures being taken by it to overcome such event.
27.5 If CONTRACTOR's performance is affected due to occurrence of any FORCE MAJEURE event, CONTRACTOR shall continue to perform its

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obligations under the CONTRACT so far as is reasonably practicable and shall use reasonable efforts to mitigate and overcome the effects of such event and resume performance of its obligations under the CONTRACT. CONTRACTOR shall notify RELIANCE FOUNDATION HOSPITAL TRUST of any reasonable alternative means for performance, which are not prevented by FORCE MAJEURE, and shall comply with all directions of RELIANCE FOUNDATION HOSPITAL TRUST in relation thereto. CONTRACTOR shall not take any such steps unless directed to do so by RELIANCE FOUNDATION HOSPITAL TRUST.
27.6 The AFFECTED PARTY shall notify the OTHER PARTY immediately upon and in any event within twenty four (24) hours of cessation of the FORCE MAJEURE. The AFFECTED PARTY shall resume performance under the CONTRACT promptly upon such cessation or as soon as is reasonably practicable thereafter.
27.7 In the event the FORCE MAJEURE continues unabated for an uninterrupted period of fifteen (15) days, then PARTIES shall consult each other and consider the situation with a view to agreeing on the action to be taken in the then prevailing conditions. If after all diligent efforts the FORCE MAJEURE event continues for a period of thirty (30) days RELIANCE FOUNDATION HOSPITAL TRUST may terminate the CONTRACT by providing written notice to CONTRACTOR whereupon the CONTRACT shall stand terminated forthwith and neither PARTY shall have any further obligations to the other, except for liabilities which have accrued prior to such termination.
28. ASSIGNMENT AND SUBCONTRACTING
28.1 RELIANCE FOUNDATION HOSPITAL TRUST may, at any time, assign or transfer any or all of its rights and / or obligations under the CONTRACT, or novate the CONTRACT, without the consent, prior or otherwise, of CONTRACTOR, with notice to CONTRACTOR.
28.2 CONTRACTOR shall not transfer, assign or novate the CONTRACT, in whole or in part, or subcontract the SERVICES or any part thereof to any PERSON, without the prior written approval of RELIANCE FOUNDATION HOSPITAL TRUST. Any approval required by CONTRACTOR may be given or withheld by RELIANCE FOUNDATION HOSPITAL TRUST at its sole discretion and, if given, may be conditional.
28.3 No subcontract shall create a contractual relationship between RELIANCE FOUNDATION HOSPITAL TRUST and the subcontractor but shall nevertheless contain a provision permitting assignment thereof to RELIANCE FOUNDATION HOSPITAL TRUST by CONTRACTOR and on RELIANCE FOUNDATION HOSPITAL TRUST’s request CONTRACTOR shall assign the subcontract, in whole or in part as directed by RELIANCE FOUNDATION HOSPITAL TRUST, to RELIANCE FOUNDATION HOSPITAL TRUST.
28.4 No assignment or subcontracting of the CONTRACT by

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Number : MH3/930010955
Date 23.05.2026

CONTRACTOR shall relieve CONTRACTOR from any of its obligations, responsibilities or liabilities under the CONTRACT and CONTRACTOR shall remain fully responsible and liable to RELIANCE FOUNDATION HOSPITAL TRUST for performance and completion of the SERVICES in accordance with the CONTRACT and for any failure or non-performance by any of its assignees or subcontractors. CONTRACTOR shall be responsible for any act, default or negligence of any and all of its subcontractors, and their agents, employees and representatives as fully as if they were the acts, defaults or negligence of CONTRACTOR, its agents, employees or representatives.

28.5 CONTRACTOR shall be solely responsible for making timely payments to subcontractors and shall indemnify and hold harmless RELIANCE FOUNDATION HOSPITAL TRUST from and against any and all claims, liabilities, proceedings, damages, losses or expenses incurred by RELIANCE FOUNDATION HOSPITAL TRUST due to any default by CONTRACTOR in making payments to its subcontractors.

28.6 If any subcontractor of CONTRACTOR performs Service, which in RELIANCE FOUNDATION HOSPITAL TRUST’s opinion, are not as per the terms of the CONTRACT (the opinion of RELIANCE FOUNDATION HOSPITAL TRUST being final in this regard), RELIANCE FOUNDATION HOSPITAL TRUST may by written notice to CONTRACTOR require CONTRACTOR to withdraw such subcontractor from performance of any Service in relation to the CONTRACT , and CONTRACTOR shall immediately upon receipt of such notice, withdraw such subcontractor permanently from performance of any SERVICES or work in relation to the CONTRACT at its sole risk and cost, and shall keep RELIANCE FOUNDATION HOSPITAL TRUST indemnified from and against any claims, demands, liabilities and costs and expenses arising in relation to such termination.

29. SUSPENSION

29.1 RELIANCE FOUNDATION HOSPITAL TRUST may, at any time, instruct CONTRACTOR to suspend provision of SERVICES or any part thereof by giving seven (7) days written notice. Upon receipt of such notice, CONTRACTOR shall discontinue SERVICES on the date and to the extent specified in the notice and take all other reasonable steps to minimize costs associated with such suspension.

29.2 During such suspension, (i.) CONTRACTOR shall properly protect and secure all property of RELIANCE FOUNDATION HOSPITAL TRUST which are subject to supervision of CONTRACTOR, by methods approved by RELIANCE FOUNDATION HOSPITAL TRUST, and (ii.) CONTRACTOR shall not remove from the SITE any equipment, materials, or other resources without the prior written approval of RELIANCE FOUNDATION HOSPITAL TRUST.

29.3 CONTRACTOR shall resume full performance of SERVICES on

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being directed to do so by reasonable prior notice from RELIANCE FOUNDATION HOSPITAL TRUST, which CONTRACTOR agrees shall not be more than fifteen (15) days.

29.4 RELIANCE FOUNDATION HOSPITAL TRUST may, at any time, by written notice of seven (7) days to CONTRACTOR require suspension of the SERVICES, or any part thereof, if CONTRACTOR fails to carry out any of its obligations under the CONTRACT in accordance with the terms of the CONTRACT or if CONTRACTOR or its subcontractors fail to comply with APPLICABLE LAW's or APPLICABLE PERMITS in relation to performance of SERVICES. CONTRACTOR shall forthwith upon receipt of such notice rectify the failure to RELIANCE FOUNDATION HOSPITAL TRUST's complete satisfaction. CONTRACTOR shall not be entitled to claim any reimbursement for additional costs or extension of time in case of suspension under GCC 29.4.

29.5 Save as expressly provided in GCC 29.6, CONTRACTOR shall not be entitled to claim any amount from RELIANCE FOUNDATION HOSPITAL TRUST on account of any suspension, including as compensation for loss or damage sustained by the CONTRACTOR by virtue of the suspension.

29.6 If RELIANCE FOUNDATION HOSPITAL TRUST suspends performance of SERVICES, or any part thereof, other than under GCC 29.4 CONTRACTOR shall be entitled to reimbursement of additional costs reasonably and necessary RELIANCE FOUNDATION HOSPITAL TRUST incurred by CONTRACTOR for suspending such SERVICES, during the period of suspension and for reactivating the suspended SERVICES after the end of the suspension period, to the extent that such additional costs are incurred with RELIANCE FOUNDATION HOSPITAL TRUST's prior written approval and are substantiated by CONTRACTOR, provided further that such suspension was not directly or indirectly a result of CONTRACTOR or any of its subcontractors default or breach.

29.7 If RELIANCE FOUNDATION HOSPITAL TRUST suspends performance of SERVICES, or any part thereof, other than under GCC 29.4 and in CONTRACTOR's opinion if such suspension necessitates extension in time for completion of SERVICES, CONTRACTOR may make a written request to RELIANCE FOUNDATION HOSPITAL TRUST for extension of time and submit to RELIANCE FOUNDATION HOSPITAL TRUST documentation substantiating its request for extension of time. RELIANCE FOUNDATION HOSPITAL TRUST may extend the time for completion of SERVICES for such period(s) as it may consider necessary, if in its opinion, such suspension has in fact resulted in insurmountable delay to the CONTRACTOR. The decision of RELIANCE FOUNDATION HOSPITAL TRUST in this behalf and as to the extension necessary shall be final and binding upon the CONTRACTOR.

30. TERMINATION

WORK ORDER

RELIANCE FOUNDATION HOSPITAL TRUST
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Telephone : 0091-22 -9321704231/23848935
EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

30.1 Termination for Convenience
i.) RELIANCE FOUNDATION HOSPITAL TRUST may, at its option, terminate the CONTRACT, in whole or in part, at any time without assigning any reason therefore by giving CONTRACTOR fifteen (15) days written notice specifying the extent to which the CONTRACT is being terminated and the effective date of such termination.
ii.) Unless the notice states otherwise, CONTRACTOR shall
(a) discontinue performance of SERVICES on the date and to the extent specified in such notice and issue no further subcontracts or orders except with the written consent of RELIANCE FOUNDATION HOSPITAL TRUST, other than as may be required for performance of the portion of the SERVICES that has not been terminated;
(b) assign or cancel, on terms satisfactory to RELIANCE FOUNDATION HOSPITAL TRUST, upon RELIANCE FOUNDATION HOSPITAL TRUST’s request, all subcontracts, orders or other agreements then outstanding (which CONTRACTOR shall detail in writing);
(c) take any other action towards termination of such portion of the SERVICES as has been terminated, which RELIANCE FOUNDATION HOSPITAL TRUST may reasonably direct; and
(d) generally take all steps, in accordance with GOOD INDUSTRY PRACTICES, to minimize costs arising from such termination.
iii.) On request by RELIANCE FOUNDATION HOSPITAL TRUST, CONTRACTOR shall transfer and assign to RELIANCE FOUNDATION HOSPITAL TRUST, in accordance with RELIANCE FOUNDATION HOSPITAL TRUST’s INSTRUCTIONS, all materials, supplies, work in progress and other things for which CONTRACTOR is entitled to receive reimbursement hereunder and all plans, drawings, working drawings, sketches, SPECIFICATIONS, documents and information in connection with the SERVICES and shall take such action as may be necessary to secure to RELIANCE FOUNDATION HOSPITAL TRUST, rights of CONTRACTOR under the orders and subcontracts made in connection herewith.
30.2 Termination by RELIANCE FOUNDATION HOSPITAL TRUST for Cause
i.) Without prejudice to any other rights or remedies available to it under the CONTRACT or in law, in the event CONTRACTOR:
(a) is in breach of any of its obligations, representations, warranties or guarantees under the CONTRACT;
(b) fails to commence SERVICES immediately after the Effective Date or fails to recommence performance of SERVICES immediately after receipt of a notice to proceed following suspension pursuant to the CONTRACT;
(c) ceases performance of all or substantially all of the SERVICES for a period greater than three (3) days for any reason other than (i) FORCE MAJEURE materially adversely affecting the CONTRACTOR’s performance hereunder, or (ii) suspension by RELIANCE FOUNDATION HOSPITAL TRUST;

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Number : MH3/930010955
Date 23.05.2026

(d) assigns (or purports to assign) or subcontracts any of its rights or obligations under the CONTRACT other than in accordance with GCC 30;
(e) fails to proceed with the SERVICES in accordance with the CONTRACT or the SCHEDULE;
(f) performs SERVICES which fail to conform to the CONTRACT requirements;
(g) breaches APPLICABLE LAW's or any Applicable Permit;
(h) dies, becomes insolvent, or is unable to repay its debts, or has appointed to it, or a substantial part of its property, a receiver, manager, liquidator or administrator;
(i) has any proceeding instituted by or against it seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any APPLICABLE LAW's relating to bankruptcy, insolvency, reorganization or relief of debtors, except for the purpose of bona fide solvent amalgamation or reconstruction; then RELIANCE FOUNDATION HOSPITAL TRUST may
(a) with respect to defaults set forth in GCC 30.2(i) (h) or (i) above, terminate the CONTRACT immediately by written notice to CONTRACTOR;
(b) with respect to all other defaults, notify CONTRACTOR of the default. If CONTRACTOR fails to satisfactoRELIANCE FOUNDATION HOSPITAL TRUSTy commence remedying such failure or breach promptly, and in any event within seven (7) days following receipt of such notice, and thereafter proceed diligently in remedying the same, RELIANCE FOUNDATION HOSPITAL TRUST may, by a written notice to CONTRACTOR, terminate the CONTRACT or part thereof.
RELIANCE FOUNDATION HOSPITAL TRUST shall terminate the CONTRACT by issuing a notice to that effect.
30.3 Termination by CONTRACTOR
i.) Should RELIANCE FOUNDATION HOSPITAL TRUST fail to make payment of undisputed amounts exceeding 25% of the CONTRACT VALUE due and payable to CONTRACTOR under the CONTRACT for a period of sixty (60) days beyond the due date for payment, CONTRACTOR may, at its option, terminate the CONTRACT provided CONTRACTOR has notified RELIANCE FOUNDATION HOSPITAL TRUST of its intention to terminate the CONTRACT in writing and RELIANCE FOUNDATION HOSPITAL TRUST has not, within thirty (30) from the date of receipt of CONTRACTOR's notice made payment to CONTRACTOR of all undisputed amounts due and outstanding.
ii.) PARTIES agree that CONTRACTOR may only terminate the CONTRACT pursuant to the provisions of this GCC 30.3 and for no other reason whatsoever.
30.4 Consequences of Termination for Convenience or due to FORCE MAJEURE Event

RELIANCE FOUNDATION HOSPITAL TRUST
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EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

i.) In case of termination of the CONTRACT, in whole or in part, under GCC 30.1 or under GCC 27.7 and upon CONTRACTOR complying with all its obligations set out in GCC 30.1 or under GCC 27.7, as applicable, RELIANCE FOUNDATION HOSPITAL TRUST shall pay Contractor the following amounts:
(a) amounts due to CONTRACTOR for SERVICES actually rendered;
(b) all expenditure properly made and costs actually incurred by CONTRACTOR prior to the date of termination in relation to the performance of SERVICES.
ii.) Save as aforesaid, in case of termination under GCC 30.1 or under GCC 27.7, CONTRACTOR shall not have any other claims of any nature whatsoever against RELIANCE FOUNDATION HOSPITAL TRUST in respect of the part of the CONTRACT that is terminated; provided, that, such termination shall be without prejudice to the rights and liabilities of PARTIES that have accrued prior to such termination.
30.5 Consequences of Termination for Cause
i.) In case of termination of the CONTRACT pursuant to GCC 30.2, RELIANCE FOUNDATION HOSPITAL TRUST may, at its sole option:
(a) perform or have performed all SERVICES as may be required to complete the SERVICES in accordance with the SCOPE OF SERVICES at the sole cost, expense and risk of CONTRACTOR. RELIANCE FOUNDATION HOSPITAL TRUST shall raise its invoice on CONTRACTOR for any and all costs incurred by RELIANCE FOUNDATION HOSPITAL TRUST, over and above the CONTRACT VALUE, for having such SERVICES completed. CONTRACTOR shall pay the invoiced amount to RELIANCE FOUNDATION HOSPITAL TRUST within thirty (30) days of the submission of invoice by RELIANCE FOUNDATION HOSPITAL TRUST; or
(b) require CONTRACTOR to re-pay to RELIANCE FOUNDATION HOSPITAL TRUST the consideration to the extent paid by RELIANCE FOUNDATION HOSPITAL TRUST to CONTRACTOR for SERVICES not having been performed including any advance amount paid. CONTRACTOR shall pay such amount to RELIANCE FOUNDATION HOSPITAL TRUST within thirty (30) days of the date of notice from RELIANCE FOUNDATION HOSPITAL TRUST claiming such amount.
30.6 Consequences of Termination
Upon expiry or earlier termination of the CONTRACT:
i.) PARTIES shall be relieved of their respective rights and obligations hereunder save such obligations and liabilities that survive expiry or termination hereof or which have accrued prior to the date of such expiry or termination;
ii.) RELIANCE FOUNDATION HOSPITAL TRUST shall not be liable to make any payments to CONTRACTOR other than for SERVICES rendered by CONTRACTOR until the date of expiry or termination and CONTRACTOR shall not, and shall not be entitled to, make any claim whatsoever on RELIANCE FOUNDATION HOSPITAL TRUST for compensation

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Number : MH3/930010955
Date 23.05.2026

or for loss or damage in respect of goodwill or otherwise;
iii.) All rights granted hereunder to CONTRACTOR shall forthwith terminate including the right to access or use the SITE and CONTRACTOR undertakes to observe and perform the following:
a) immediately and permanently cease to use in any manner and shall return forthwith to RELIANCE FOUNDATION HOSPITAL TRUST, any document or CONFIDENTIAL INFORMATION furnished by RELIANCE FOUNDATION HOSPITAL TRUST, and all other goods, property, effects, OWNER PROVIDED GOODS and stocks belonging to or provided by RELIANCE FOUNDATION HOSPITAL TRUST. If CONTRACTOR continues to remain at the SITE, CONTRACTOR shall be deemed to be a trespasser and RELIANCE FOUNDATION HOSPITAL TRUST shall be entitled to, at its option, take any action as may be necessary to evict CONTRACTOR there from and to prevent CONTRACTOR from entering the SITE;
b) immediately and in any event within twenty four (24) hours thereof remove from the SITE all goods, property and effects belonging to CONTRACTOR and its personnel. If CONTRACTOR does not remove any such goods, property or effects, RELIANCE FOUNDATION HOSPITAL TRUST may, at its option and at the sole, cost expense and risk of CONTRACTOR, remove the same from the SITE and (a) store the same in any other location, (b) dispatch the same to CONTRACTOR, or (c) sell or otherwise dispose of the same in any manner as RELIANCE FOUNDATION HOSPITAL TRUST in its sole and absolute discretion deems fit, without being liable to CONTRACTOR for any loss or damage occasioned by such action;
c) pay any and all sums due and / or payable to RELIANCE FOUNDATION HOSPITAL TRUST forthwith.
iv.) CONTRACTOR shall be obliged to perform all the duties and obligations to be performed by CONTRACTOR under this GCC 30, notwithstanding the termination of the CONTRACT by RELIANCE FOUNDATION HOSPITAL TRUST;
v.) RELIANCE FOUNDATION HOSPITAL TRUST may, by written notice, require CONTRACTOR to assign any or all of the subcontracts to it or its nominee, and promptly following receipt of such notice CONTRACTOR shall, at its sole cost and expense, obtain assignments of such requested subcontracts to RELIANCE FOUNDATION HOSPITAL TRUST or its nominee.
vi.) RELIANCE FOUNDATION HOSPITAL TRUST shall have the right to retain all amounts due to CONTRACTOR under the CONTRACT and to use such amounts towards any costs it incurs for having the SERVICES completed and to discharge any other liability of CONTRACTOR to RELIANCE FOUNDATION HOSPITAL TRUST hereunder. If such costs and liabilities are less than the amount retained, as aforesaid, RELIANCE FOUNDATION HOSPITAL TRUST shall pay the excess amount to CONTRACTOR. If such costs and liabilities are in excess of the

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Number : MH3/930010955
Date 23.05.2026

amount retained, as aforesaid, then CONTRACTOR shall forthwith on being notified of the shortfall amount, and in any event within ten (10) days of the date of such notification, pay the shortfall amount to RELIANCE FOUNDATION HOSPITAL TRUST together with twenty per cent of such shortfall amount towards administrative charges. However in case of termination by either PARTY following clauses shall survive;
Limitation of Liability
Confidentiality
Prevention of Corruption
Governing Law and Dispute Resolution

30.7 Mitigation of Damage
In case of termination of the CONTRACT pursuant to this GCC 30, CONTRACTOR shall exercise all reasonable efforts to mitigate or limit any damage, cost or expense to RELIANCE FOUNDATION HOSPITAL TRUST on account of such termination.
31. GOVERNING LAW AND DISPUTE RESOLUTION
31.1 The CONTRACT shall be governed by and interpreted in accordance with the laws of India. Subject to further provisions of this GCC 31, PARTIES agree to submit to the exclusive jurisdiction of competent courts in Mumbai, India in respect of any dispute arising out of relating to the CONTRACT, to the extent that reference to courts is permitted under the Arbitration and Conciliation Act, 1996.
31.2 In case of any dispute or difference arising out of or relating to the CONTRACT, CONTRACTOR REPRESENTATIVE may refer such dispute or difference to the RELIANCE FOUNDATION HOSPITAL TRUST REPRESENTATIVE for resolution. The decision of the RELIANCE FOUNDATION HOSPITAL TRUST REPRESENTATIVE with regard to any such dispute or difference shall be final and binding on CONTRACTOR and CONTRACTOR shall proceed with the SERVICES in accordance with such decision.
31.3 If CONTRACTOR is not satisfied with the decision of the RELIANCE FOUNDATION HOSPITAL TRUST REPRESENTATIVE, Contactor may within fifteen (15) days of such resolution refer such dispute or difference to the SITE PRESIDENT for resolution. The decision of the SITE PRESIDENT shall be final and binding on PARTIES and CONTRACTOR shall proceed with the SERVICES in accordance with such decision.
31.4 If CONTRACTOR is not satisfied with the decision of the SITE PRESIDENT, CONTRACTOR may, within fifteen (15) days of such decision, refer such dispute to arbitration in accordance with this GCC 31.
31.5 If PARTIES are unable to resolve any dispute or difference arising out of or relating to the CONTRACT amicably within thirty

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Number : MH3/930010955
Date 23.05.2026

(30) days of its occurrence, then RELIANCE FOUNDATION HOSPITAL TRUST may refer such dispute to arbitration in accordance with this GCC 31.
31.6 The PARTY referring the dispute to arbitration shall send a notice informing the OTHER PARTY of its intention to settle the Dispute by arbitration and nominating its arbitrator ("Request for Arbitration").
31.7 Arbitration shall be conducted in Mumbai, in English, under the rules of the Arbitration and Conciliation Act, 1996 ("ACA") or any statutory amendment or re-enactment thereof.
31.8 The arbitration shall be conducted by three (3) arbitrators. The PARTY to whom the Request for Arbitration is addressed ("OTHER PARTY") shall nominate its arbitrator within thirty (30) days of receipt of the Request for Arbitration. If such OTHER PARTY fails to nominate its arbitrator within such thirty (30) days period, the arbitrator named in the Request for Arbitration shall decide the dispute as the sole arbitrator. Otherwise, the two (2) arbitrators nominated by PARTIES shall appoint the third arbitrator within thirty (30) days of the second arbitrator being nominated. If the two (2) arbitrators fail or are unable to appoint the third arbitrator within such thirty (30) day period, then the appointment of the third arbitrator shall be made in accordance with the ACA.
31.9 The decision or award of the arbitral tribunal shall be final and binding upon PARTIES and non-appealable except in case of manifest error. The award of the arbitral tribunal shall include the reasons for such award. Each PARTY shall bear its own costs and expenses for arbitration.
31.10 Any decision or award of the arbitrators shall be based solely on the provisions of the CONTRACT, provided, however, that to the extent the subject matter of the decision or award is not provided for in the CONTRACT, it shall be based on the substantive and procedural law of India.
31.11 Pending final resolution of any Dispute, CONTRACTOR shall continue to perform its obligations under the CONTRACT to the extent such obligations are not being disputed in good faith, unless the PARTIES otherwise agree.
31.12 This GCC 31 shall survive expiry or termination of the CONTRACT.
32. NOTICE
32.1 All communications to be given by either PARTY to the OTHER PARTY pursuant to the CONTRACT shall be in English, in writing and shall be deemed to have been given when hand delivered by messenger or sent through a courier or by registered post or speed post or facsimile (to be subsequently confirmed by a registered letter or by hand delivery) to the OTHER PARTY at the address

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Number : MH3/930010955
Date 23.05.2026

specified in the Work Order, or to such other address as either PARTY may from time to time designate by written notice to the other.
32.2 All such notices shall be effective upon actual receipt by any of the aforesaid modes and in case of notices sent by courier or by registered letter, it shall be deemed to have been received on the third day after the date of dispatch (if not actually received earlier) and shall become accordingly effective.
33. MISCELLANEOUS
33.1 Amendment. No amendment or modification to the CONTRACT shall be effective unless reduced to writing and duly signed by authorised representatives of each PARTY in accordance with the provisions of the CONTRACT.
33.2 Waiver. Either PARTY may waive a breach of any of the provisions of the CONTRACT by the OTHER PARTY, provided that no waiver of any breach by or on behalf of either PARTY shall take effect or be binding on PARTIES unless such waiver is reduced to writing and executed by such PARTY. Any such waiver shall be deemed to extend only to the particular breach waived and shall not limit or otherwise affect any rights that PARTIES may have with respect to any other or future breach.
33.3 Forbearance not Waiver. No delay or omission on the part of either PARTY in exercising any right, power or remedy provided by APPLICABLE LAW’s or under the CONTRACT, nor any indulgence granted by a PARTY to the other, shall impair such right, power or remedy, or be constructed as a waiver thereof, nor shall a single or partial exercise of any right, power or remedy provided by APPLICABLE LAW’s or under the CONTRACT preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
33.4 Severability. If any provision of the CONTRACT shall be held to be invalid, void or unenforceable for any reason whatsoever, this shall not affect the validity, operation or enforceability of the remainder of the CONTRACT. If the remainder of the CONTRACT is not materially affected by such declaration or finding and is capable of substantial performance, then that provision or part thereof shall to that extent be deemed not to form a part of the CONTRACT and PARTIES shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision.
33.5 Further Assurance. CONTRACTOR shall, on reasonable request by RELIANCE FOUNDATION HOSPITAL TRUST, execute and deliver such further deeds and documents and do or procure the doing of such acts and things as RELIANCE FOUNDATION HOSPITAL TRUST may reasonably request and CONTRACTOR shall exercise all powers and

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Number : MH3/930010955
Date 23.05.2026

rights available to it to give full effect to the terms of the CONTRACT.
33.6 No Third Party Rights. The CONTRACT and the rights hereunder are intended for the sole benefit of the PARTIES and to the extent expressly provided in the CONTRACT, for the benefit of the indemnified PARTIES, and shall not imply or create any rights on the part of, or obligations in respect of, any other PERSON.
33.8 Survival. Provisions of the CONTRACT which, either expressly or by implication, survive expiry or termination of the CONTRACT, shall continue to be complied with by PARTIES, in the same manner as if the CONTRACT was valid and in force, even after expiry or termination of the CONTRACT.
33.9 Cumulative Remedies. Save as expressly provided herein, the rights, powers and remedies provided in the CONTRACT are cumulative and not exclusive of the rights, powers and remedies provided by APPLICABLE LAW's.
33.10 Set-Off. RELIANCE FOUNDATION HOSPITAL TRUST shall be entitled to set-off, deduct or retain out of any monies which may be or become due to CONTRACTOR under the CONTRACT or otherwise, any amounts owed by CONTRACTOR to any member of the RELIANCE FOUNDATION HOSPITAL TRUST Group under the CONTRACT or otherwise including without limitation due to any breach of the CONTRACT by CONTRACTOR or any amount required to be withheld under APPLICABLE LAW's.

EXHIBIT C:- SCOPE OF WORK

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EXHIBIT D:-SITE SAFETY & SECURITY GUIDELINES
1.1 Contractor shall, and shall cause its subcontractors to, deploy only such personnel for performance of Services as have been certified to be medically fit by physicians approved by RELIANCE FOUNDATION HOSPITAL TRUST at RELIANCE FOUNDATION HOSPITAL TRUST approved hospitals or clinics; which medical certificates have been endorsed by any occupational health clinic doctors nominated by RELIANCE FOUNDATION HOSPITAL TRUST.
1.2 Contractor shall arrange for periodical medical examinations for all its and its subcontractors' personnel, which shall be conducted at least on an annual basis. Contractor shall ensure that such medical examination is endorsed by the occupational health clinic doctor nominated by RELIANCE FOUNDATION HOSPITAL TRUST.
1.3 Contractor shall maintain adequate medical and first aid facilities at the Site, and off site medical facilities, for its

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Number : MH3/930010955
Date 23.05.2026

and its subcontractors' personnel, agents and representatives.
1.4 Prior to commencement of Services, Contractor will furnish to the RELIANCE FOUNDATION HOSPITAL TRUST Representative the name and contact numbers of persons who will be providing such medical services. Contractor shall display the details of such persons prominently at the Site office, if any.
1.5 Contractor shall promptly inform the RELIANCE FOUNDATION HOSPITAL TRUST Representative of all critical industrial injuries and shall furnish to RELIANCE FOUNDATION HOSPITAL TRUST a copy of its report in relation to any injury at Site requiring the attention of a physician.
2. Site Restrictions
2.1 Unless specifically authorized, Contractor and its personnel shall not enter into or linger in any area of the site, except the Site where the Services are to be performed
2.2 Contractor shall ensure that Services are performed so as not to interfere in any way with the traffic on any roads or footpaths at the Site, or in its vicinity or at any existing works, whether or not the same are in the property of RELIANCE FOUNDATION HOSPITAL TRUST.
2.3 Contractor shall ensure that neither its nor its subcontractors' personnel, agents and representatives bring to the DTA:
i.) any firearm, ammunition or fireworks of whatsoever nature, knife with a blade exceeding four (4) inches (100 millimeters) in length or any other object which in RELIANCE FOUNDATION HOSPITAL TRUST's opinion may be a potential weapon; or
ii.) alcoholic beverages of any nature, lighters, matches, cigarettes, tobacco, or any illegal or RELIANCE FOUNDATION HOSPITAL TRUST prohibited non-prescription drugs.
2.4 Contractor shall ensure that neither it nor its subcontractors' personnel, agents and representatives commit any of the following activities at or around site:
i.) fighting, bullying, harassment, or other violent actions;
ii.) self-harm or attempted suicide;
iii.) vandalism or willful damage or destruction of property;
iv.) flagrant or deliberate violation of safety rules or procedures, in particular, any unauthorized interference with critical safety systems; or
v.) negligence or willful misconduct in execution of Services.
2.5 Contractor shall, and shall cause its and its subcontractors' personnel, agents and representatives to, comply with the following:
i.) not to bring or use mobile phones within or inside the battery limits of the Site unless otherwise it is permitted.
ii.) wear full sleeve cotton clothing which is reasonably tight

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Number : MH3/930010955
Date 23.05.2026

and other mandatory personal protective gear when at Site.
iii.) use mandatory personal protective equipment as per these Site rules.
2.6 Contractor shall provide its personnel and its subcontractors' personnel uniforms for purpose of easy identification.
2.7 Contractor shall ensure that firefighting equipment is easily accessible at all time in all parts of the Site and no material is piled around such equipment hindering the use of such equipment during emergencies.
2.8 Contractor shall ensure that:
i.) all electrical equipment's used by its and its subcontractors' personnel are properly grounded and fitted with proper plugs.
ii.) damaged or bare cables or conductors are not used by its or its subcontractors' personnel for any machine.
iii.) cables are laid preferably in one piece length to avoid points and all cable joints are properly insulated.
iv.) an ELCB of suitable rating is provided.
v.) all portable electrical tools are inspected on a bi-monthly basis and sticker evidencing the same is pasted thereon.
3. Protective Gear and Equipment
3.1 Contractor shall make available all personal safety equipment as may be required for the safety of its personnel and such equipment as may be considered necessary by RELIANCE FOUNDATION HOSPITAL TRUST for use by its personnel. Contractor shall maintain such equipment in a condition suitable for immediate use. Contractor shall take adequate steps to ensure proper use of all such equipment by its personnel.
3.2 Contractor shall provide all of the personnel deployed by it and its subcontractors standard BIS / EN approved personal protective equipment such as safety shoes, safety goggles, ear plugs, hand gloves, safety helmet, safety belt, rain gear, overalls, dust masks, and full body harness for use while performing the Services as per job requirement.
3.3 Contractor shall obtain prior written approval in respect of each item forming part of the personal protective equipment that is proposed to be provided by Contractor and its subcontractors to their respective personnel Contractor shall provide its and its subcontractors personnel proper welding face shield attached to the helmet for use during performance of any welding activity to prevent eye injury and burns. Contractor shall provide suitable welding goggles to personnel performing Services adjacent to any area where welding services are being performed. Contractor shall ensure that all personnel engaged in grinding operations use face shields attached to the helmet and use hearing protection (ear plugs) during performance of such operations.
3.4 Contractor shall provide a booth made of non-asbestos fire

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Number : MH3/930010955
Date 23.05.2026

blankets and shall ensure that its and its subcontractors personnel exercise caution to prevent fire and other hazards from falling sparks and hot slag during welding and cutting operations.
3.5 Contractor shall ensure that its and its subcontractors' personnel use safety appliances during performance of Services as stipulated in the relevant Service Permit to ensure safe performance of Services.
3.6 Contractor shall provide cricket helmets to its personnel for use while hammering bolts.
3.7 Contractor shall ensure that special safety appliances supplied by RELIANCE FOUNDATION HOSPITAL TRUST are used by its and its subcontractors' personnel with utmost care. Contractor shall be liable and responsible for any and all damage caused to such equipment.
3.8 Contractor shall provide protective footwear and protective gloves to its personnel deployed for mixing asphalt materials, cement and lime mortars.
3.9 Contactor shall provide protective goggles and dusk mask to personnel engaged in washing and mixing or stacking of cement bags or any materials which may cause injuries to eyes.
3.10 Contractor shall provide personnel deployed for stone breaking protective goggles, face shields and protective clothing, and seating at sufficiently safe intervals.
3.11 Contractor shall supply suitable face masks for use by personnel engaged in spray painting or in dry rubbing or scrapping of any surface having lead paint.
3.12 Contractor shall ensure that while Services are being performed in sewers and manholes, the manhole covers are kept open and the manholes are ventilated at least an hour before the personnel are required to enter the manholes (the atmosphere inside properly tested for minimum oxygen content of 20% v/v), and the manholes so opened are cordoned off with suitable hard railing and suitable warning signals or boards are provided to prevent accident to the public. Contractor shall use the confined space entry permit to carry out such Services.
3.13 Contractor shall provide and keep ready for use all necessary safety equipment as may be required when Services are being performed at a location where there is a risk of drowning. Contractor shall take all necessary steps for promptly rescuing any person in danger.
4. Emergency Preparedness and Response
4.1 Contractor shall comply with the following procedure of 'injury reporting' and shall furnish the injury reports to the RELIANCE FOUNDATION HOSPITAL TRUST Representative in sufficient time for further action.
4.2 Contractor shall notify the RELIANCE FOUNDATION HOSPITAL TRUST

RELIANCE FOUNDATION HOSPITAL TRUST
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EMAIL: RFH.PNC@rfhospital.org

Number : MH3/930010955
Date 23.05.2026

Representative immediately on becoming aware of the occurrence of any incident of property damage or injury or death of any person at Site
4.3 If such incident involves personnel, agents or representatives of Contractor or any of its subcontractors, then within 24 hours of the occurrence of such incident, Contractor will submit its preliminary investigation report to RELIANCE FOUNDATION HOSPITAL TRUST.
4.4 RELIANCE FOUNDATION HOSPITAL TRUST may, at its option, conduct its own investigations in relation to such incident and Contractor shall co-operate fully with RELIANCE FOUNDATION HOSPITAL TRUST and provide RELIANCE FOUNDATION HOSPITAL TRUST all information and assistance as may be required by RELIANCE FOUNDATION HOSPITAL TRUST for such investigation.
4.5 Contractor shall ensure that in case of any injury to its or its subcontractors' personnel, such personnel report forthwith to the RELIANCE FOUNDATION HOSPITAL TRUST Occupational Health Clinic for treatment.
4.6 If any further treatment is required, RELIANCE FOUNDATION HOSPITAL TRUST will, at its cost, arrange for ambulance for transportation of the injured personnel off Site. Contractor shall, at its cost, arrange for such further treatment. Contractor shall be responsible for payment of compensation for lost time, injury or death of any such injured personnel.
4.7 Contractor shall, within 5 days of the occurrence of the incident, furnish its report on such incident to the RELIANCE FOUNDATION HOSPITAL TRUST Representative.
4.8 RELIANCE FOUNDATION HOSPITAL TRUST may at its absolute discretion inform, discuss, acknowledge or contact any news media or publication company about any such incident in relation to this Contract.
4.9 Contractor shall not, without the prior written approval of RELIANCE FOUNDATION HOSPITAL TRUST, disclose to any person or publish in any manner any information relating to any incident occurring at Site whether during the Term of thereafter.
4.10 Contractor, its and its subcontractors' personnel will suspend all permits issued to them in case of any emergency, intimated verbally or by way of a fire alarm. Contractor and its personnel shall forthwith suspend performance of Services and withdraw to a safe location, as per instructions issued by RELIANCE FOUNDATION HOSPITAL TRUST.
4.11 Contractor and its subcontractors shall, on instruction from the RELIANCE FOUNDATION HOSPITAL TRUST Representative, barricade and mark by reflective barriers hazardous work areas adjacent to or located in normal routes of travel.
5. Service Permit System

WORK ORDER

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Number : MH3/930010955
Date 23.05.2026

5.1 Contractor shall perform or cause to be performed all Services at the Site in compliance with the Service Permit System detailed herein below.
5.2 Contractor shall ensure that its and its subcontractors' personnel have valid passes for entering the Site. Contractor and its subcontractors shall obtain relevant passes for bringing material and equipment into the Site and obtain prior written approval from the RELIANCE FOUNDATION HOSPITAL TRUST Representative for removing any of its material or equipment from the Site
5.3 Contractor shall obtain relevant permits from the RELIANCE FOUNDATION HOSPITAL TRUST Representative. The permit shall be issued in accordance with the work and safety norms and shall specify the validity period and hazardous / non-hazardous area. Contractor and its employees shall display the permits for inspection at all times when at Site.
5.4 Contractor and its personnel shall comply strictly with all instructions set out in such permits, without any exceptions. Contractor shall follow all requisite safety precautions as documented in the risk assessment for the specific job they are assigned to carry out.
5.5 Contractor shall retain all permits issued in accordance with the Service Permit System at its Site office for inspection.
5.6 Prior to commencement of Services, Contractor shall carry out Job Hazard Analysis (RA) of the Services and submit to RELIANCE FOUNDATION HOSPITAL TRUST for its approval the method statement for performance of such Services. Contractor shall revise the method statement in accordance with recommendations of RELIANCE FOUNDATION HOSPITAL TRUST, if any. Contractor shall comply with the method statement approved by RELIANCE FOUNDATION HOSPITAL TRUST.
5.7 Contractor shall cause its and its subcontractors' personnel to participate in safety 'tool box' talks or meetings intimated to it from time to time by RELIANCE FOUNDATION HOSPITAL TRUST. Contractor and its and its subcontractors' personnel will at all times comply with the warnings and instructions provided at the 'tool box' talks. Contractor shall ensure that 'Tool Box' talk is delivered by the immediate supervisor prior to commencement of Services.
6. Contractor's Tools, Tackles and Equipment
6.1 Contractor shall ensure that all its equipment comply with statutory requirements, including without limitation Sections 28 and 29 of the Factories Act, 1948.
6.2 Contractor shall use only such electrical power tools as have been approved by the RELIANCE FOUNDATION HOSPITAL TRUST Representative.

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Number : MH3/930010955
Date 23.05.2026

6.3 Contractor shall ensure that all equipment used by it are free from defects and properly maintained and shall use only the appropriate tools for any job.
6.4 Contractor shall ensure that its and its subcontractors' personnel do not tamper or interfere with any machinery or equipment at Site or meddle with switches, controls, levers or valves thereon unless authorized by RELIANCE FOUNDATION HOSPITAL TRUST to use, adjust or repair such machinery or equipment and shall handle such machinery or equipment only to the extent so authorized by RELIANCE FOUNDATION HOSPITAL TRUST.
6.5 Contractor and its personnel shall comply strictly with all Site safety rules, cautionary signs and verbal instructions issued by the RELIANCE FOUNDATION HOSPITAL TRUST Representative.
6.6 Contractor shall comply with procedures intimated by RELIANCE FOUNDATION HOSPITAL TRUST from time to time for handling and insulation services.
7. Contractors Barricades
7.1 Contractor and its employees shall respect and comply with all barricades placed to restrict access at Site.
7.2 Contractor shall place appropriate barricades as stipulated in service permits, risk assessments and according to the procedures prescribed by RELIANCE FOUNDATION HOSPITAL TRUST to prevent other personnel from entering into hazardous service zones.
7.3 Contractor shall, prior to commencement of Services, place appropriate barricades to eliminate exposure of risk or harm to personnel taking into account impact of falling objects, pits, excessive noise, sparks, welding slag, high pressure water jet, radiation, and so on.
8. Scaffolding / Service at Height
8.1 Contractor shall provide suitable scaffolding for its personnel performing Services that cannot safely be carried out from the ground or any other solid construction except such short period service which may safely be carried out from ladders.
8.2 Contractor shall ensure that, when any Service is being performed by use of a ladder, additional personnel are engaged for holding the ladder and if such ladder is being used for carrying materials as well, suitable footholds and handholds are provided thereon. To the extent practicable, ladders shall not be used for carrying materials. Contractor shall ensure that the ladder has an inclination which is not steeper than 1 in 4 (one horizontal and four vertical).
8.3 Contractor shall ensure that bamboo scaffolding is not used and shall ensure that only metal scaffolding is used.
8.4 Contractor shall ensure that scaffolding or staging, above the ground or floor, swing or suspended from and overhead support or erected with stationary support shall have a guard rail properly

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Number : MH3/930010955
Date 23.05.2026

attached, bolted, braced and otherwise rewarded at least 3′ high above the floor or platform of scaffolding or staging and extending along the outside ends thereof with only such opening as may be necessary for delivery of materials. Contractor shall ensure that the scaffolding or staging is so fastened as to prevent it from swaying from the building or structure. Competent persons shall properly design and certify all suspended scaffolds.
8.5 Contractor shall not keep any loose items at height.
8.6 Contractor and its personnel shall use full body harness with fall arrestors and lifelines while working on structures or during erection of structures to prevent fall from height.
8.7 Contractor and its personnel shall use fall restraint system while working on buildings.
8.8 Contractor shall provide its personnel temporary guard rails at the edges while working on building floors to avoid falls.
8.9 Contractor shall provide proper safe approach such as temporary stairs or ramps to any buildings under construction.
8.10 Contractor shall provide hand railings for all platforms and staircases soon after its construction. Contractor shall prohibit movement on unguarded platforms and staircases. Contractor shall plan all staircase erection in such a way that gratings and hand rails are provided along with the erection of the staircase structure to avoid falls.
8.11 Contractor shall construct working platform, gangways and stairways in such a way that they should not sag unduly or unequally and ensure that they are closely boarded, have adequate width and are suitably fastened as described hereinabove.
8.12 Contractor shall provide suitable fencing or railing with a minimum height of 3 feet at every opening in the floor of a building or in working platform to prevent any person or material from falling.
8.13 Contractor shall provide safe access to all working platforms and other working places. Contractor shall ensure that every ladder is securely fixed. Contactor shall also ensure that no portable single ladder shall be over 30 feet in length while the width between the side rails in rung ladder shall in no case be less than 11.5 inches for ladder up to and including 10′ in length for longer ladders this width will be increased at least ¼ for each additional foot of length. Uniform step spacing shall not exceed 12′.
8.14 Contractor shall take adequate precautions to prevent danger from electrical equipment. Contractor shall ensure that no materials is stacked or placed such that it causes danger or inconvenience to any person. Contractor shall provide necessary fencing and lights to prevent accidents.
8.15 Contractor shall maintain all scaffolds, ladders and other

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Number : MH3/930010955
Date 23.05.2026

safety devised mentioned or described herein in safe condition and Contractor shall not remove or alter any scaffold, ladder or equipment while it is in use.

9. Excavation and Trenching

9.1 The Contractor shall follow IS: 3764 code of safety for excavation services.

9.2 Contractor shall at all times supply at least 1 ladder for each 100’ length of fraction for all trenches 4’ or more in depth thereof. Contactor shall ensure that the ladder is extended from the bottom of the trench to at least 3’3" above the ground level.

9.3 Contactor shall ensure that all excavated pits / trenches are suitably sloped / stepped or shored to prevent cave-in after detailed risk assessment. The size of the trenches which is 5’ or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of the sides of the trench collapsing.

9.4 Contractor shall ensure that excavated earth is placed at a distance of minimum ½ the depth of excavated pit. The excavated material shall not be placed within 5" of the edge of the trench or half of the trench depth, whichever is more. Cutting shall be done from top to bottom. Contractor shall under no circumstances carry out under mining or under cutting.

10. Demolition

10.1 Contractor shall comply with the regulations set out in Chapter XII of the Building and Other Construction Workers (Regulation of Employment and Condition of Service) Central Rules, 1998 in respect of any demolition activity.

10.2 Contactor shall either close or suitably protect all roads and open areas adjacent to the Site prior to commencement of any demolition work and during the performance of such work.

10.3 Contractor shall take all practical steps to prevent danger from fire, explosion or flooding. Contractor shall not overload any floor or other part of the building with debris or material as to render it unsafe.

11. Hoisting Equipment

11.1 Contractor shall comply with all Applicable Laws including
i.) the regulations set out in Chapter VII of the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Central Rules 1998 on lifting appliances and gears;
ii.) the regulations set out in Sections 28 and 29 of the Factories Act, 1948 for lifting tools and tackles.

11.2 Contractor shall ensure that use of hoisting machines and tackles including their attachments and anchorage supports conforms to the following standards and conditions:
i.) Contractor shall deploy good mechanical contractor.

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Number : MH3/930010955
Date 23.05.2026

ii.) Every rope used in hoisting or lowering materials or as a means of suspension is of durable quality and adequate strength and free from patent defects and in good working order and condition.
iii.) Every driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years will be in charge of any hoisting machine including any scaffolding or will give signals to the operator.
iv.) In case of hoisting machine and chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as a mean of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with their respective safe working loads and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to hereinabove shall be loaded beyond the safe working load except for the purpose of testing. Date of inspection and due date shall be marked in lifting tools tackles as per statutory requirements.
v.) In case of RELIANCE FOUNDATION HOSPITAL TRUST machines, the safe working load shall be notified by the RELIANCE FOUNDATION HOSPITAL TRUST Representative. Contractor shall notify the safe working load of its machine to the RELIANCE FOUNDATION HOSPITAL TRUST Representative. Contractor shall have each machine brought by it to Site verified by the RELIANCE FOUNDATION HOSPITAL TRUST Representative.
vi.) All cranes shall be provided with safe load indicators to avoid overloading.
vii.) Hoisting and lifting activities using mobile cranes shall be done only after all safety precautions set out in the crane safety checklist are followed.
viii.) Complex lift operation (more than 15T, use of two cranes, boom length 55M) shall be carried out lifting plan as per safe material handling procedure HSE S-228.
12. Electrical Equipment.
12.1 Contractor shall ensure that the switch boards are provided with 30mA ELCB (RCCB) with IS: 12640 approvals. Contractor shall appoint certified electrical technician / engineer for any electrical related jobs. Contractor shall ensure that all its electrical equipment’s are periodically inspected and maintained in good working order and condition. Contractor shall only use IS approved equipment’s and industrial fittings.
12.2 Contractor shall ensure that
i.) the motor, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances are provided with efficient safeguards,
ii.) hoisting appliance are provided with such means as will

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reduce to the minimum, the risk of accidental descent of the load, iii.) adequate precautions are taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

12.3 Contractor shall provide its personnel insulating mats and necessary apparel (such as gloves and boots) when such personnel are employed on electrical installation which are already energized. Contractor shall ensure such personnel do not wear any rings, watches or carry keys or other materials which are good conductors of electricity when they are at such electrical installations.

13. Welding and Gas Cutting

13.1 Contractor may transport gas cylinder within the Site only on suitable trolleys and Contractor shall ensure that such cylinders are not rolled. Contractor shall store the cylinder vertically and ensure that the cylinder is secured by chain and regulator and is protected with a cap. Contractor shall ensure that two flash back arresters are available in Oxy-acetylene cylinder towards cylinder and torch side and that the regulators, pressure gauges, flash back arrestors, cutting torches and other cutting accessories are all IS approved.

13.2 Contractor shall ensure that all welding accessories have IS: 2641 approval. Contractor shall follow IS: 3016 code of practice for fire prevention in welding and cutting operations.

13.3 Contractor shall ensure that prior to commencement of Services all its welding machine sets (whether electrical or diesel), location of the switch board, junction box, connection and cable conditions are inspected and approved by the RELIANCE FOUNDATION HOSPITAL TRUST Representative.

14. Display of Safety Instruction

14.1 Contractor shall display adequate number of safety boards and safety signs at various prominent locations at the Site where Services are being performed by Contractor

14.2 Contractor shall specify the name of its personnel who are responsible for ensuring compliance with the safety code and safety procedures intimated by RELIANCE FOUNDATION HOSPITAL TRUST from time to time.

15. Enforcement of Safety Regulations.

15.1 RELIANCE FOUNDATION HOSPITAL TRUST may at any time and from time to time inspect and verify the safety measures adopted by Contractor to ensure that all such measures are in compliance with safety procedures and safety codes prescribed by RELIANCE FOUNDATION HOSPITAL TRUST, Applicable laws and Applicable Permits.

15.2 Non-compliance with the safety regulations set out in the Contract shall be deemed to be a material breach of the Contract and RELIANCE FOUNDATION HOSPITAL TRUST may forthwith terminate the

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Number : MH3/930010955
Date 23.05.2026

Contract. Such right to terminate shall be in addition to any other rights or remedies available to it under the Contract or in law

15.3 Contractor shall ensure that the supervisors appointed by it for supervising performance of Services undergo the HSE and F training (General Induction) organized by RELIANCE FOUNDATION HOSPITAL TRUST. Contactor shall provide job specific training to its personnel and issue to each such personnel a training card detailing the training undergone by such personnel. Contractor shall ensure that all its personnel visit RELIANCE FOUNDATION HOSPITAL TRUST's Safety Center.

15.4 Contractor shall at all times comply with the RELIANCE FOUNDATION HOSPITAL TRUST Safety Procedure Manual, a copy of which may be procured by Contractor from the RELIANCE FOUNDATION HOSPITAL TRUST contract cell.

15.5 Contractor and the supervisors appointed by it shall attend all meetings relating to safety and environment conducted by the RELIANCE FOUNDATION HOSPITAL TRUST Representative or RELIANCE FOUNDATION HOSPITAL TRUST's safety department.

15.6 Contractor shall submit to RELIANCE FOUNDATION HOSPITAL TRUST "MATERIAL SAFETY DATA SHEET" in respect of chemicals, if any, used by it in performance of Services.

16. Housekeeping

16.1 Contractor acknowledges that good housekeeping is essential for safe execution of the Services.

16.2 Contractor shall ensure that its and its subcontractors' personnel maintain a clean and orderly work Site at all times and properly dispose off any and all rubbish and trash.

16.3 Contractor shall ensure that rubbish, trash, debris, tools and/or equipment do not obstruct walkways or stairways or cause tripping hazards at any time.

16.4 Contractor shall keep the Site and adjacent areas clean, tidy, free and clear of all waste, rubble and hazardous substances and otherwise in a safe and workmanlike condition.

16.5 Contractor shall dispose of rubbish and other waste in containers provided at Site. On completion of Services, Contractor shall clear away and remove from the Site all surplus materials, wreckage, rubbish and other goods and materials belonging to Contractor, its Subcontractors and its and their personnel and leave the Site clean, tidy, free and clear of all waste, rubble and hazardous substances and in a workmanlike condition, to the complete satisfaction of RELIANCE FOUNDATION HOSPITAL TRUST

17. Traffic

17. 1 Contractor acknowledges that only vehicles having valid access permit and drivers having safe driving permit shall be permitted to enter the Site.

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Date 23.05.2026

17.2 Contractor shall, at its cost and expense, arrange for transportation of its and its subcontractor's personnel within the Site in closed vehicles (such as bus, minibus, jeep and car). Contractor shall not be permitted to transport its or its subcontractor's personnel within the Site in dumpers, trucks, hydras, mobile cranes. Contractor shall ensure that all transport vehicles arranged by it meet all applicable statutory requirements.
17.3 Contractor shall ensure that:
i.) vehicles being used by it and its subcontractors at Site are not more than 4 years old, are in road worthy condition (especially their tires, brakes, steering mechanism and lights) and have a reverse direction "audible alarm".
ii.) the driver and front seat passengers wear seat belts.
iii.) wherever practicable, the rear passenger seats are also provided with seatbelts and if such seat belts are provided, the rear seat passengers use such seat belts.
iv.) the spark arrester required for vehicles on ISBL-roads are approved by the Chief Controller of Explosives and have CCOE approval markings. Contractor shall provide the spark arrester for its and its subcontractors' vehicles.
v.) the speed limits indicated on the display boards on roadsides are followed by its and its subcontractors' personnel.
18. Environment
18.1 Contractor shall develop a systematic environmental management plan in respect of the Services to be performed under the Contract and shall at all times during performance of Services comply with, and cause its subcontractors to comply with, such plan.
18.2 Contractor shall, and shall cause its subcontractors to, in the performance of Services, take all necessary steps to prevent pollution, maximise recycle, reduce and manage in accordance with applicable laws, wastes, discharge and emissions.
18.3 Contractor shall, and shall cause its subcontractors to, conserve natural resources and if required for performance of Services use the same in a responsible and efficient manner.
18.4 Contractor shall promote environmental awareness among its subcontractors and its and their personnel and representatives to ensure shared responsibility towards environment protection.
18.5 Contractor shall, and shall cause its subcontractors and its and their personnel to, at all times during performance of Services under the Contract, comply with the Environment Policy of RELIANCE FOUNDATION HOSPITAL TRUST as applicable from time to time.
18.6 Contractor shall comply with relevant laws and regulations as well as take any additional measures, considered

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Number : MH3/930010955
Date 23.05.2026

necessary.
18.7 Contractor shall follow a systematic approach to environmental management plan in order to achieve continual performance improvement.
18.8 Contractor shall prevent pollution, maximize recycle, reduce wastes, discharge and emissions.
18.9 Contractor shall conserve natural resources by their responsible and efficient use in all our operations.
18.10 Contractor shall promote awareness among his workers for shared responsibility towards environment protection.
18.11 RELIANCE FOUNDATION HOSPITAL TRUST Environment Policy is enclosed for the compliance by the Contractor.
19. General
19.1 Contractor shall ensure that its and its subcontractors' personnel are aware of and comply strictly with the Site safety precautions prescribed by RELIANCE FOUNDATION HOSPITAL TRUST including the special safety precautions prescribed in respect of hazardous areas
19.2 Contractor shall ensure that its and its subcontractor's personnel are aware of the emergency assembly point.
19.3 Contractor shall maintain a register detailing the name and total number of personnel deployed by it and its subcontractors at Site.
19.4 Contractor shall, and shall cause its subcontractors to, provide skilled and trained personnel and ensure that its and their personnel adhere to safe working procedures and practices to eliminate the possibility of any accident.
19.5 Contractor shall appoint a qualified safety supervisor for every 100 personnel deployed by it and its subcontractors to ensure safety at the Site.
19.6 Contractor shall ensure that adequate lighting is available at Site where Services are being performed by it and its subcontractors.
19.7 Contractor shall provide for and maintain drinking water, resting shed and toilets as may be required for its and its subcontractors' personnel. Contractor shall ensure that neither its nor its subcontractors personnel sleep or rest near the work areas such as below scaffolding, near trenches, near roads, near equipments, near shade of vehicles or cranes.
19.8 Life protection Rules poster is attached here with as Annexure II

ANNEXURE II : Life Protection Rules

Life Protection Rules

WORK ORDER

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Date 23.05.2026

Report all HSE incidents correctly and on time. Do not Smoke and do not keep ignition sources such as lighters, matches, or mobile phones even in switched off condition in your possession inside the plant, except in allowed areas.
Work with a valid permit for jobs where permit is required. Undertake a line break only after obtaining authorization.
Acquire a valid authorization before overriding or disabling safety critical equipment such as safety valves, safety interlocks. Seek valid authorization before entering a confined space.

Follow all traffic Safety rules at all times (of fastening Safety belts while being seated in the front seat of vehicles, wearing crash helmets while riding on motorized two wheelers and adhering to speed limits).

Undertake any Technology change or Subtle change with due compliance with Management of Change (MOC).
Engage only trained personnel while undertaking any Process Safety related critical task. Adhere to and follow all operating procedures, maintenance procedures and safe work practices.