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INDIA NON JUDICIAL

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e-Stamp

Certificate No.	: IN-DL16401891412576T
Certificate Issued Date	: 28-Aug-2021 01:12 PM
Account Reference	: IMPACC (IV)/ dl852003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85200329564577444460T
Purchased by	: OTIS ELEVATOR COMPANY INDIA LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: OTIS ELEVATOR COMPANY INDIA LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: OTIS ELEVATOR COMPANY INDIA LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



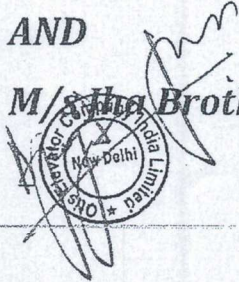
Agreement for Field Subcontractor Services

Please write or type below this line

Otis Elevator Company (India) Limited

AND

M / Jha Brothers Services



For Jha Brothers Services

Paawan

Partner

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shikhestamp.co.in' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Services Agreement ("Agreement") is made and entered into as of 1st January 2022 ("Effective Date") by and between M/s Jha Brothers Services ("Subcontractor") having PAN: AGXPJ2126R, with offices located at A-223, Bharat Vihar Gali No 29 Rajapuri Uttam Nagar Delhi – 110059 and Otis Elevator Company (India) Limited ("OTIS"), a company incorporated under the Companies Act 1913 having CIN : U29150MH1953PLC009158 and PAN: AAACO0481E, with its registered office at 9th Floor Mangus Tower Mind Space Link Road Malad West Mumbai-400064 and having its local office at OTIS ELEVATOR COMPANY INDIA LIMITED, Unit Nos. 171, 172, 173 on first floor & Unit Nos. 271 and 272 on the second floor, Aggarwal cyber Plaza-II, Plot No C-7, Netaji Subhash Place, Pitampura, Delhi 110034, each individually referred to as a "Party" and together as the "Parties." For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following capitalized terms have the meanings set forth below:

"**Confidential Information**" means any and all non-public information, technology, materials and know-how of OTIS or its subsidiaries or affiliates disclosed or acquired by Subcontractor pursuant to or in connection with this Agreement that is either designated as proprietary or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary or confidential, including computer programs, documentation, technical design, manufacturing and application information, customer information, training information, financial information, personnel information, new product developments, advertising and business and marketing plans.

"**Deliverables**" means any work product Subcontractor conceives, creates, or reduces to practice in connection with the Services, including any and all materials, inventions, ideas, designs, concepts, techniques, discoveries, improvements, or software, regardless of whether it is described in Exhibit C.

"**Intellectual Property Rights**" means all intellectual property and proprietary rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including: (a) trade secrets, trademarks, service marks, copyrights (including all other literary and author rights), patents, inventions, designs, logos and trade dress, moral rights, mask works, rights of personality, publicity, and privacy, rights in customer information, rights (if any) in domain names, and Confidential Information; (b) any application or right to apply for any of the rights referred to in clause (a); (c) all renewals, reissues, extensions, divisions, continuations, continuations in part, future equivalents, and restorations thereof, now or hereafter in force and effect; and (d) all rights or causes of action for infringement.

"**OTIS Materials**" means information and materials that OTIS provides to Subcontractor in connection with this Agreement, including software, ideas, inventions, business methods, manuals, tooling, concepts, content, branding, trademarks, documentation, designs, requirements, Specifications, URLs, branding, look-n-feel, user interfaces, and any associated Intellectual Property Rights therein.

"**OTIS-Reportable Incident**" means (a) any fatality involving one or more employees of Subcontractor, occurring in or relating to the OTIS jobsite, regardless of the time lapse between the incident and death; or (b) any Serious Injury to a Subcontractor employee; or (c) any Serious Near Miss or Potential Serious Injury.

"**Serious Injury**" means (a) any life-threatening injury (as diagnosed by the treating physician or medical professional); (b) any injury resulting in paralysis; (c) any fracture to the skull, jaw or back; any compound fracture; fractures to long bones in multiple limbs; or multiple fractures to long bones in the same limb; (d) any injury that results in the loss of a body part or function, such as amputation (involving loss of bone) or loss of vision; (e) loss of consciousness; (f) any puncture wound that penetrates the skull, spine or body cavity; or (g) any 3rd degree burn larger than 2% of Body Surface Area (BSA) or 2nd degree burn larger than 15% of BSA.



Agreement 2020_Otis - SubCon Name

For Jha Brothers Services

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Page 3 of 25
Partner

“**Serious Near Miss or Potential Serious Injury**” means any incident involving a Subcontractor employee that, as determined by OTIS, reasonably could have resulted in loss of life or a serious injury. Serious near miss is used when no actual injury occurred, while potential serious injury includes a less than serious injury. These incidents may occur as a result of Subcontractor employee error, equipment malfunction, an unsafe condition, and/or events caused by a third party or other external factors. Also included are: any incident involving three or more Subcontractor employees who require medical treatment in a hospital / clinic, or hospital admission and individually do not otherwise meet the requirements of an “OTIS-Reportable incident” as defined herein.

“**Serious Safety Violation**” means (a) occurrence of an OTIS-Reportable Incident caused in whole or in part by acts or omissions of Subcontractor; (b) failure to comply with the applicable national, state and local environmental health and/or safety legislation or regulations and obtain all authorizations required to perform the work (e.g., licenses, permits etc.); (c) violation by Subcontractor and/or its employees of one or more of the OTIS Cardinal Rules and/or Minimum Operating Requirements and any other requirements listed in Exhibit D; (d) the presence of one or more unauthorized workers at the jobsite; or (e) the use by Subcontractor of a non-OTIS-specified tooling (including without limitation tooling enumerated in Section 7.3) or installation method.

“**Services**” means the services described in Exhibit C.

2. STATEMENT OF SERVICES AND DELIVERABLES

2.1 **Services and Deliverables.** Subcontractor agrees that during the Term, Subcontractor will perform for OTIS the Services and provide to OTIS the Deliverables as set forth in Exhibit C, and any Statements of Work (“SOW”) executed by the parties as an addendum to this Agreement, in accordance with the terms and conditions of this Agreement. Subcontractor agrees to furnish OTIS with written reports with respect to the Services and Deliverables, if and when requested by OTIS. It is understood and agreed that OTIS is not obligated in any way to request the Services of Subcontractor exclusively or for any stipulated period of time.

2.2 **Change Orders.** Any proposed changes to the scope of work set forth in this Agreement and/or associated Statement(s) of Work must be expressly approved by OTIS in writing prior to the commencement of any change-related work.

3. COMPENSATION

3.1 **Fees and Expenses.** In consideration for the Services performed and Deliverables delivered by Subcontractor, OTIS agrees to pay Subcontractor the amounts set forth in Exhibit C. Subcontractor bears the sole responsibility for all expenses incurred in connection with the performance of the Services, unless otherwise agreed to in advance and in writing by OTIS. In no event will OTIS be responsible for paying for any Services performed by Subcontractor if it is not within the scope of the Exhibit C. The aggregate maximum amount to be paid by OTIS under this Agreement and any corresponding SOWs shall not exceed INR 100000000/-.

No expenses or fees owed by OTIS to any Third Party (excluding expenses or fees owed by OTIS to Subcontractor) including, without limitation, any Equipment Inspection and Licensing Fees, Jobsite Fee, lodging, or travel or the like, shall be paid on OTIS’ behalf by such Subcontractor. Nor shall Subcontractor promise, authorize or make any Improper Payment.

3.2 **Invoicing.** Following Subcontractor’s completion of the Services, delivery of Deliverables, and submittal of correct and undisputed invoice to OTIS, OTIS will make payment in net 30 days from submission of invoice at the local office. *[Less than 60 days shall have to be specifically approved as per approval matrix]* Each invoice will fairly and accurately describe in sufficient detail: (1) the actual Services performed, (2) the individuals or Entities performing the Services, (3) the period of the performance, and (4) the fees and expenses that are payable to Subcontractor under this Agreement.

3.3 **Disputed Payments.** Any payments otherwise due Subcontractor that are in dispute may be withheld by OTIS (in whole or in part). Payment of an invoice without asserting a dispute will not constitute a waiver of any claim or right.

For Jha Brothers Services

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Page 4 of 25

Partner

3.4 **Taxes.** Fees are exclusive of GST, but inclusive of all taxes that Subcontractor may be assessed in the performance of its obligations pursuant to this Agreement and Subcontractor will pay the taxes and will not pass the taxes on to OTIS. Under no circumstances may Subcontractor include on its invoices charges arising out of or related to researching, reporting on, or correcting tax, accounting, or reconciling errors or shortfalls of which it has been notified. Subcontractor accepts, in connection with the Services and Deliverables, exclusive liability for the payment of any taxes or contributions measured by Subcontractor's income or levied on Subcontractor's personal property (real or personal). Subcontractor also assumes all liability for Social Security, unemployment insurance, old age payments, annuities, or retirement benefits which are measured by wages, salaries, or other remunerations paid by Subcontractor to any and all persons employed by it that perform the Services, and to comply with all valid national and state administrative regulations respecting the assumption of liability for any taxes or contributions. OTIS shall deduct tax at source as required under any law or regulation.

Subcontractor shall issue the invoices (in the prescribed format) within the time limit prescribed under the relevant laws. Payment shall be released only when subcontractor furnishes appropriate documents evidencing payment of applicable taxes and fulfill all compliances prescribed by relevant laws prevalent at the time of supply, payment or raising of invoice. Any change in the prices agreed between the Parties due to reasons including but not limited to discounts, price adjustments etc. shall be clearly recorded on the face of the invoice. Subcontractor shall duly comply with the prescribed laws in order to enable OTIS to avail appropriate credit of the taxes discharged by the Subcontractor. Any loss of credit arising on account of any reason including but not limited to negligence, fault, etc. of Subcontractor shall be deducted from any monies due or that may become due to the Subcontractor. Subcontractor shall forthwith pay the deficient amount within forty five (45) days of written request from OTIS.

4. RELATIONSHIP OF THE PARTIES

4.1 **Independent Subcontractor.** The relationship of Subcontractor to OTIS is that of an independent Subcontractor and nothing will be construed as creating any other relationship. Subcontractor may adopt arrangements as Subcontractor may desire with regard to the details of its performance of the Services, provided that the Services are performed in a manner calculated to attain the most satisfactory results for OTIS. Nothing in this Agreement shall be construed to create an agent-principal relationship as between Subcontractor and OTIS.

4.2 **No Employment.** If Subcontractor is an individual, Subcontractor acknowledges that he/she is not an employee of OTIS and is not entitled to the rights and benefits of an OTIS employee, including participation in pension, savings, healthcare, and other employee benefit plans and arrangements. If Subcontractor is a business entity, it acknowledges that its employees and other persons or parties used by Subcontractor in the performance of the Services are not OTIS employees and are not entitled to the rights and benefits of an OTIS employee, including participation in pension, savings, healthcare, and other employee benefit plans and arrangements.

5. **CONFIDENTIALITY** Subcontractor will not use any Confidential Information other than to carry out the activities contemplated by this Agreement. Subcontractor will use commercially reasonable efforts to protect Confidential Information and take precautions at least as great as those taken to protect its own confidential information of a similar nature. Subcontractor will also notify OTIS promptly in writing if Subcontractor learns of any unauthorized use or disclosure of any Confidential Information, and will cooperate in good faith to remedy the occurrence to the extent reasonably possible. The restrictions in set forth in this Section will not apply to any information that: (a) was known by Subcontractor without obligation of confidentiality prior to disclosure by OTIS; (b) was in or entered the public domain through no fault of Subcontractor; (c) is disclosed to Subcontractor by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; (d) is required to be disclosed by applicable laws or regulations (but then, only to the extent required to be disclosed, and provided that the OTIS is given the opportunity to review and redact prior to disclosure); or (e) is independently developed by the Subcontractor without reference to any Confidential Information. Upon request of OTIS, Subcontractor will return to OTIS all materials, in any medium, that contain or reveal all or any part of any Confidential



Information. Subcontractor acknowledges that breach of this Section by it would result in irreparable harm to OTIS, for which money damages would be an insufficient remedy, and therefore that OTIS will be entitled to seek injunctive relief to enforce the provisions of this Section.

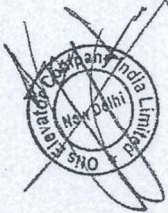
6. INTELLECTUAL PROPERTY

- 6.1 **Ownership.** Subcontractor agrees that the Deliverables have been specially ordered and commissioned by OTIS and may be incorporated into existing OTIS works as a compilation or collective work. Subcontractor agrees that all copyrights in the Deliverables will be owned by OTIS and the Deliverables are a "work made for hire" for copyright purposes. Subcontractor hereby irrevocably assigns to OTIS, its successors and assigns, all rights, title, and interest to the Deliverables including Intellectual Property Rights. Subcontractor irrevocably waives rights that cannot be assigned (if any) and any and all "moral rights," rights under the Visual Artists Rights Act, and rights of publicity and privacy in the Deliverables in favor of OTIS, its successors, assigns, and licensees for all purposes and for the full term of any rights.
- 6.2 **Assistance.** Subcontractor will execute and deliver any instruments and take any other actions as may be requested by OTIS to secure, perfect, or protect OTIS's rights in the Deliverables and to carry out the assignments contemplated in Section 6.1. Subcontractor agrees to cooperate with OTIS in the filing and prosecution of any applications or registrations that OTIS may elect to file on the Deliverables or inventions and designs relating to the Deliverables. Subcontractor represents that it has taken no action to assist in the registration of the copyrights or patents on the Deliverables and will do so only as and when requested by OTIS.
- 6.3 Subcontractor will contractually bind its employees and other persons or parties as may be used by Subcontractor in the performance of the Services to the obligations established under this Section 6, and, in the event of a breach of these obligations by an employee or other person or party, Subcontractor will enforce the contractual provisions and, upon the written request of OTIS, permit OTIS to enforce the contractual provisions in Subcontractor's name.
- 6.4 **OTIS Materials License.** OTIS hereby grants to Subcontractor a limited, personal, nonexclusive, non-transferable license to use and reproduce the OTIS Materials solely to the extent necessary to enable Subcontractor to perform the Services and develop the Deliverables. Upon OTIS's request or expiration or termination of the Agreement, Subcontractor will return to OTIS all OTIS Materials and any copies thereof.

7. QUALITY AND SAFETY ASSURANCE

- 7.1 Subcontractor agrees to comply with OTIS environmental, health and safety standards during Subcontractor's performance hereunder and when at OTIS jobsites, including without limitation, OTIS's jobsite safety rules. Specifically, and without limitation, Subcontractor agrees to: (1) comply with the applicable national, state and local environmental health and/or safety legislation or regulations and obtain all authorizations required to perform the work (e.g., licenses, permits etc.); and (2) adhere to all OTIS safety requirements and instructions, including without limitation (a) OTIS Cardinal Rules and Minimum Safety Requirements (see **Exhibit D**); (b) relevant field method (e.g., Field Installation Manual, repair manual etc.); and (c) relevant Otis fatality prevention and jobsite safety procedures for local operations (e.g., local safety handbook). In addition, Subcontractor shall ensure that no unauthorized workers are present at the jobsite at any time.

7.2 **Quality and Delivery.** Subcontractor will deliver to OTIS the Deliverables identified in **Exhibit C** in conformance with the delivery schedule set forth therein *[NOTE: Use Exhibit C to set forth quality and delivery requirements as well as statement of work. Quality requirements may include Checking & Adjustment Report requirements, Installation Quality Report requirements, Field ProCert requirements, etc.]* If the Services or Deliverables do not conform to the quality, delivery, and safety requirements defined in this Agreement at any time on the jobsite, during the period of services provided or at the point of final inspection and handover to OTIS, as determined at the sole discretion of OTIS, Subcontractor will re-perform the Services and correct any defects in the Deliverables and resubmit them at no additional cost to OTIS within 10 working days of receiving OTIS's notice of rejection. If Subcontractor fails to re-perform the Services and correct the



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Deliverables within 10 working days following notice of rejection, OTIS may at its option: (a) reject the Deliverable(s) and terminate this Agreement and receive a refund of all amounts paid; (b) reject the Deliverable(s) and receive a refund of amounts prepaid or a reduction in the amounts owed for the rejected Deliverable(s); or (c) accept the nonconforming Deliverables and reduce the amount paid to Subcontractor by the diminished value of the Deliverables due to the non-conformity. Acceptance of a non-conforming Deliverable is not a waiver of any claim or right.

7.3 Late Delivery. To the extent Subcontractor is responsible for delays of more than 2 weeks from the Delivery Date, OTIS may require Subcontractor to reimburse OTIS for its costs incurred to mitigate late Delivery.

7.4 Mechanic Skills and Training. Subcontractor shall ensure that all Subcontractor employees who are or will be on OTIS jobsites are fully aware of their responsibilities and have the requisite skills/competencies to perform the work, including without limitation:

- Specific training on the applicable scope of work to be performed (e.g., installation method, Field Installation Manual, repair manual, tooling/gauge requirements, proper response for call-backs and other such service requests etc.); and
- Specific training in the following areas, applicable to the scope of work to be performed: fall protection; control of elevator/escalator; electrical and mechanical energy; hoisting and rigging; scaffolding; false cars and running platforms; jumpers and shunts and personal protective equipment (PPE).

Subcontractor shall collect, store and provide to OTIS upon request sufficient verification of the training for all employees who are or will be on the jobsite.

7.5 Tooling. Subcontractor shall ensure that the following critical tooling and equipment used at installation jobsites meet all OTIS specifications and are provided to Subcontractor employees: Fall protection equipment, including lifelines, brackets and harnesses; false cars; man-rated hoists; platforms; and overhead protection for false cars and running platforms. In addition, Subcontractor shall ensure that all Subcontractor employees wear safety equipment that meets Otis requirements for the scope of work to be performed, e.g., head protection, eye protection, foot protection etc. Additional requirements are set forth in **Exhibit E**. [NOTE: If there are other requirements related to tooling (e.g., that Subcontractor must obtain the tooling from OTIS or OTIS-approved source, or particular tooling requirement for maintenance, repair or modernization jobs) use Exhibit E to set forth such requirements. If not, this reference can be deleted.]

7.6 Pre-Start Approval. Subcontractor shall obtain approval from OTIS operations before the Subcontractor can begin work at an OTIS installation, re-roping or modernization jobsite. Such approval is required to verify that the jobsite is ready and complies with basic safety requirements, e.g., verification of barricades, lifelines etc.

7.7 Additional Requirements – Installation. Subcontractor shall comply with all OTIS installation requirements, including but not limited to quality, safety, supervision and on-time installation standards as outlined in the OTIS Field Installation Manual. The following minimum supervision shall be required at installation jobsites:

- Subcontractor shall provide one (1) dedicated on-site team leader/working foreman at any single jobsite with six (6) or more Subcontractor employees; and
- Subcontractor shall provide one (1) dedicated on-site team Walking Foreman at any single jobsite with thirty (30) or more Subcontractor employees. (A Walking Foreman is a person who oversees and coordinates Subcontractor activities at a jobsite, but does not directly install the equipment.)

Subcontractor shall ensure that all Subcontractor-provided team leaders, working foremen and Walking Foremen are fully aware of their supervisory responsibilities and have the requisite skills/competencies to effectively supervise the Subcontractor employees and their work.

7.8 Inspections and audits. Subcontractor is responsible for ensuring its own compliance to this Section 7 by conducting regular safety and quality inspections of Subcontractor employees on Otis

jobsites. At its own discretion, OTIS reserves the right to conduct routine, unscheduled inspections and/or audits – whether planned or unannounced – of Subcontractor to assess Subcontractor's compliance to this Section 7, and Subcontractor agrees to fully cooperate with such inspections and/or audits. An inspection/audit may include in-process audits at the jobsite and/or review of various components of Subcontractor's organization, including but not limited to Subcontractor's management system, training program, fatality prevention audits, incident reporting/records, resourcing, jobsite safety, and tooling management.

Failure to cooperate with an inspection and/or audit constitutes a breach of a material obligation of this Agreement and may result in immediate termination of this Agreement by Otis.

7.9 Serious Safety Violations. In addition to resulting in estimable and calculable damages to Otis (e.g., rework, retrofit, inspections, third-party claims, fines and penalties etc.), Serious Safety Violations may also result in other damages that are not easily calculable and difficult to precisely estimate (e.g., operational and administrative costs, customer relations issues, reputational damage etc.). To the extent a Serious Safety Violation occurs, OTIS reserves the right to immediately terminate this Agreement. In addition, to compensate Otis for such damages that are not easily calculable and difficult to precisely estimate, as liquidated damages and not as a penalty, Subcontractor shall pay to OTIS pursuant to the following schedule:

First occurrence: 1% of the aggregate amounts spent by OTIS under this Agreement in the 12 months prior to the time of the Serious Safety Violation.

Second occurrence: 2% of the aggregate amounts spent by OTIS under this Agreement in the 12 months prior to the time of the Serious Safety Violation.

Third occurrence: 5% of the aggregate amounts spent by OTIS under this Agreement in the 12 months prior to the time of the Serious Safety Violation.

The parties agree that such amount is not intended as a penalty and is a fair, reasonable and proportional estimate of such loss to OTIS as a result of the Serious Safety Violation. For the avoidance of doubt, this section shall not limit Otis' ability to recover calculable and estimable costs, including but not limited to those enumerated in Section 7.11.

7.10 Incident Reporting. Subcontractor is required to report all OTIS-Reportable Incidents (i.e., Fatality, Serious Injury, Near Miss, or Potential Serious Injury) to OTIS immediately after such occurrence, and in any event not later than 24 hours following the incident. In addition to reporting, Subcontractor shall fully cooperate with OTIS in all aspects of the investigation of an OTIS-Reportable Incident, including but not limited to making its employees available for interviews, producing relevant documentation, and determining root cause and corrective actions. Failure to report an OTIS-Reportable Incident and/or failure to cooperate in an investigation of an OTIS-Reportable Incident may result in immediate termination of Subcontractor by OTIS without further payment. In addition, Subcontractor shall report similar incidents occurring at non-OTIS jobsites during the term of this Agreement.

7.11 Cooperation and Additional Subcontractor Responsibilities. Notwithstanding any other provisions in this agreement to the contrary, in the event Subcontractor fails to comply with the requirements set forth in this Section 7 and/or any referenced exhibit or supporting documentation, Subcontractor shall (a) fully cooperate with OTIS in any resulting investigation or analysis to determine the root cause and potential consequences of such failure; and (b) be responsible to pay for all remedial and/or corrective actions to address such failure(s) as determined by OTIS in its sole discretion, including but not limited to all reasonable costs incurred by OTIS for: i) root cause assessments, ii) implementation of remedial action plans, iii) rework, repair or replacement to correct the failure(s), including labor costs, iv) expedited shipping in support of all remediation work, v) compliance with governmental requirements in response to the failure, vi) proactive inspections to identify other units potentially affected by the identified failure(s), vii) overtime charges, x) cost of re-procurement from a third party, and viii) liquidated damages, fines and/or penalties for late delivery or property damage claims imposed on OTIS by its customer. Failure to comply with the requirements set forth in this Section 7.11 shall constitute a material breach of this



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Agreement and OTIS may immediately terminate the Agreement for cause and pursue such other remedies allowed by law or equity.

8. **WARRANTIES** Subcontractor represents, covenants, and warrants to OTIS that:

- 8.1 Subcontractor is duly organized, validly existing, has full and adequate power to own its property and conduct its business as now conducted, is in good standing and duly licensed, and has procured all necessary licenses, registrations, approvals, consents, and any other communications in each jurisdiction as required to enable Subcontractor to perform its obligations under this Agreement.
- 8.2 The execution, delivery, and performance of this Agreement by Subcontractor and the performance of the Services and development of Deliverables have been duly and validly authorized by all necessary action, corporate or otherwise, on its part, and this Agreement constitute the valid, legal, and binding obligation of Subcontractor.
- 8.3 Subcontractor is not and will not be subject to any agreement or other constraint that does, would, or with the passage of time would prohibit or restrict Subcontractor's right or ability to enter into or carry out its obligations under this Agreement or create or may create a conflict of interest.
- 8.4 Subcontractor is not aware of any third party claims, which if true, would constitute a violation of the representations and warranties set forth herein.
- 8.5 The Services will be performed and Deliverables will be developed and delivered in accordance with current, sound, and generally accepted industry practices by appropriately licensed personnel who are experienced in the appropriate fields.
- 8.6 Subcontractor will comply with all OTIS requirements, including but not limited to OTIS specifications, policies, manuals and/or other standard work communicated to Subcontractor (including, for example, requirements related to product and services safety, environment, health and safety (EH&S) and product and services quality). Failure to comply with any such requirement shall constitute a breach of a material obligation under this agreement.
- 8.7 Subcontractor and all Services and Deliverables will comply with all applicable national, state, and local laws, rules, and regulations as well as the OTIS Absolutes available at <https://www.otis.com/corporate/otis-absolutes/> and OTIS Supplier Code of Conduct available at <https://www.otis.com/en/us/contact/information-for-suppliers/> respectively (may be periodically update). Subcontractor will include the substance of this provision in all subcontracts entered into by Subcontractor.

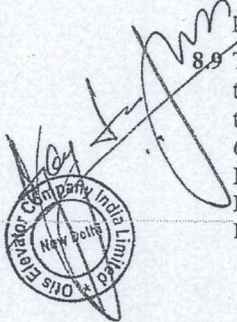
Any breach of this provision shall constitute a breach of this Agreement and OTIS may immediately terminate the Agreement for cause and pursue such other remedies allowed by law or equity.

This provision creates no additional duties for OTIS with respect to Subcontractor and confers no rights on third-parties.

Subcontractor further represents and warrants that it has not and will not offer or give to any employee, agent or representative of OTIS any gratuity with a view toward securing any business from OTIS by influencing such person with respect to the terms, conditions, or performance of any contract with or order from OTIS. Any breach of this warranty shall be a material breach of each and every contract between OTIS and Subcontractor, and OTIS may immediately terminate the Agreement for cause and pursue such other remedies allowed by law or equity.

8.8 The fees set forth in **Exhibit C** are not less favorable than those currently extended to any other party for the same or similar services or deliverables, in similar quantities, during the Term.

8.9 The Deliverables will be created originally by Subcontractor or employees of Subcontractor within the scope of their employment and under written obligation to assign all right, title, and interest in the Deliverables to Subcontractor, including the rights enumerated and assigned to OTIS in Section 6, or by sub-tier subcontractors under written obligation to assign all right, title, and interest in the Deliverables to Subcontractor, including the rights enumerated and assigned to OTIS in Section 6. Further, Subcontractor has the full right to assign to OTIS all ownership in, to, and under the Deliverables as set forth under this Agreement.

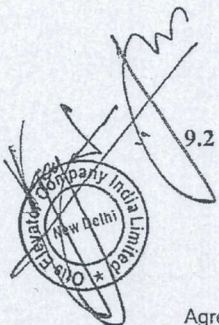


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- 8.10 Subcontractor will not incorporate into the Deliverables any third party product, software, or other materials for which the Intellectual Property Rights are not owned solely by Subcontractor without the express written permission of OTIS.
- 8.11 The Services and Deliverables does not and will not infringe or misappropriate any Intellectual Property Right of any third party.
- 8.12 The Deliverables are not subject to any Open Source Licenses. "Open Source License" means a license that requires as a condition of use, modification, or distribution of software subject to the license, that the software or other software combined or distributed with the software be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge.
- 8.13 Subcontractor agrees that no entertainment, gift, gratuity, money, or other thing of value will be paid, offered, given, received, solicited, or promised by Subcontractor (or by any others used by Subcontractor in the performance of this Agreement) to any OTIS employee or third party, either directly or indirectly, to influence improperly the award or performance of this Agreement, or to create an actual or potential conflict of interest. Subcontractor further agrees to make its books, documents and records available to OTIS or its duly authorized representatives for the purpose of verifying Subcontractor's compliance with the foregoing.
- 8.14 In addition to the requirements set forth above, Subcontractor agrees to provide upon reasonable notice OTIS, or an authorized representative of OTIS, with sufficient access to its operating sites, personnel, and books and records (inspection and reproduction) for OTIS to assess and verify Subcontractor's (a) compliance with this Agreement; and (b) accounting and business practices relating to the work performed for OTIS.
- 8.15 IF SUBCONTRACTOR IS PROVIDING SERVICES IN CONNECTION WITH A U.S. GOVERNMENT CONTRACT INCLUDE THE FOLLOWING. IF NOT, DELETE: Subcontractor shall comply with (a) all laws and regulations applicable to U.S. government contracts and (b) OTIS Corporate Policy Manual, Section 4: Business Ethics and Conduct in Contracting with the United States Government (CPM 4). A current copy of CPM 04 is attached as Exhibit . In addition to the grounds enumerated in Section 10.2 below, OTIS shall have the right to unilaterally terminate this Agreement for cause in the event Subcontractor fails to comply with the requirements set forth in this Section.

9. INDEMNIFICATION

- 9.1 **Indemnity.** Subcontractor will indemnify, defend, and hold harmless OTIS and its affiliates and their respective officers, directors, employees, agents, sub licensees, and sub-tier Subcontractors from and against any and all damages, liabilities, penalties, interest, fines, losses, costs and expenses, including reasonable attorneys' fees from any claim or allegation arising out of or relating to (a) the Services or Deliverables, including any claims of infringement of a third party's Intellectual Property Rights or damage to tangible property, bodily injury, or death; (b) the acts or omissions of Subcontractor, or any of Subcontractor's employees, personnel, agents or sub-tier Subcontractors; (c) Subcontractor's or any of Subcontractor's employees, personnel, agents or sub-tier Subcontractors' breach of the representations, warranties, covenants, obligations under this Agreement; or (d) Subcontractor's non-payment or late payment of taxes. If any Services or Deliverables, in whole or part, constitute or may constitute infringement or misappropriation of any third party's rights, or if OTIS's or a OTIS Affiliates' use thereof is or may be enjoined, Subcontractor, in addition to its indemnification obligations, will promptly either: (i) secure the rights to continue using the infringing Services or Deliverables, (ii) re-perform or replace the Services or Deliverables with comparable non-infringing Services or Deliverables, or (iii) modify the Services or Deliverables (without material loss of functionality) so that they become non-infringing.
- 9.2 **Notification, Rights, and Cooperation.** OTIS will give Subcontractor prompt written notice of any claim subject to indemnification; provided that OTIS's failure to promptly notify Subcontractor will not affect Subcontractor's indemnification obligations except to the extent that OTIS's delay prejudices Subcontractor's ability to defend the claim. Subcontractor will defend any claim with



For Jha Brothers Services

Pawan

counsel of its own choosing (acceptable to OTIS) and settle it as Subcontractor deems appropriate; provided that Subcontractor will not enter into any settlement that adversely affects OTIS's rights without OTIS's prior written consent. At Subcontractor's expense and request, OTIS will reasonably cooperate with Subcontractor in the defense and settlement of any claim subject to indemnification by Subcontractor. At its discretion and expense, OTIS may participate in the defense, any appeals, and settlement with counsel of its own choosing.

9.3 **Exclusions.** The indemnification provided above will not apply to claims that are proximately resulting solely from the gross negligence or willful misconduct of OTIS.

10. TERM AND TERMINATION

10.1 **Term.** This Agreement will begin on the Effective Date 1st January 2022 and will continue till 31st December 2023 (two (2) years), unless terminated earlier in accordance with the terms of this Agreement ("Term").

10.2 **Termination.** OTIS may terminate with or without cause by providing Subcontractor minimum 10 days prior written notice. In such event where OTIS terminates exclusively for its convenience, OTIS shall compensate Subcontractor for no more than the value of the Services and Deliverables satisfactorily delivered to OTIS as of the time of termination. OTIS may terminate immediately if: (a) Subcontractor breaches a material obligation under this agreement, including obligations related to OTIS' quality and safety requirements or breach of ethics/compliance covenants found in the OTIS Supplier Code of Conduct; (b) Subcontractor becomes insolvent, bankrupt, or enters receivership; (c) Subcontractor or any of its directors, officers or employees becomes for any reason persona non-grata in the jurisdiction where work is performed or to any government or government official or (d) Subcontractor fails or refuses to cooperate with any OTIS audit investigation. Under such circumstances, OTIS shall be relieved of its obligation to make further payments to Subcontractor and entitled to recover damages arising from such breach.

Subcontractor may terminate if OTIS materially breaches this Agreement and fails to cure the breach within 30 days after Subcontractor's written notice.

10.3 **Effect of Termination.** Except in the case of termination by OTIS for cause, Subcontractor may invoice OTIS for all Services performed and Deliverables accepted as of the date of termination. Upon termination the following Sections will survive: 3.3, 3.4, 5, 6, 7, 8 and 10.

10A. PRIVACY

The products and/or services being provided/received may result in the collection of Personal Information. Otis and the Supplier will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Agreement. "Personal Information" shall mean information and data exchanged under this agreement related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and Otis the Processor. You warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Otis shall rely upon a legal mechanism (such as intercompany agreements or Binding Corporate Rules (BCRs), to authorize internal transfers. And may share such Personal Information across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may store Personal Information provided by you on servers located and accessible globally by Otis entities and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other. In the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law,



(ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

11. INSURANCE


During the Term, Subcontractor will maintain the following insurance coverage: (a) all insurance coverages required by all applicable laws, including but not limited to national, state or local law, including statutory worker's compensation insurance (b) comprehensive or commercial general liability insurance (which will provide for a minimum combined bodily injury and property damage coverage limits of INR 25000000 [Should cover at least 25% of business value] per occurrence and INR 100000000 [Should cover at least 100% of business value] as aggregate during the year and name OTIS as an "additional insured"), and (c) professional liability (also known as errors and omissions) insurance with combined single limits of not less than INR 50000000 [Should cover at least 50% of business value] The insurance requirements and coverages set forth in this Section will not limit Subcontractor's liability to OTIS or third parties under this Agreement. *[NOTE: For Subcontractor having Annual business value greater than INR 30 lacs following shall be included, If not delete:]* Within 15 days from agreement sign-off, Subcontractor will provide OTIS with a complete copy of any policy (including declaration page) maintained by Subcontractor as required by this Agreement.

12. GENERAL

12.1 Law; Venue; Fees. This Agreement will be construed and controlled under the laws of India, and the Parties consent to exclusive jurisdiction and venue in the courts of Mumbai. Each Party waives all defenses of lack of personal jurisdiction and forum non conveniens. In any action to enforce any right or remedy under, or to interpret any provision of, this Agreement, the prevailing Party will be entitled to recover its costs, including reasonable attorneys' fees. Process may be served on either Party as authorized by applicable law or court rule.

12.2 Notices. All notices, authorizations, and requests in connection with this Agreement must be in writing and will be deemed given as of the day they are received through post/ courier or in the email inbox; addressed as follows:

13. To Mr. Pawan Kumar Jha
Subcontractor M/s Jha Brothers Services,
: A-223, Bharat Vihar Gali No 29
Rajapuri Uttam Nagar
Delhi - 110059

To OTIS:  Mr. Alok Mahajan (Regional Director)
Otis Elevator Company (India) Ltd, Unit Nos. 171,
172, 173 on first floor & Unit Nos. 271 and 272 on
the second floor, Aggarwal cyber Plaza-II, Plot No
C-7, Netaji Subhash Place, Pitampura, Delhi
110034.

Phone: 011-46069001
Email: Alok.Mahajan@otis.com

with copies to:

Mr. Hansi Bhardwaj (Manager SSC Department)
Otis Elevator Company (India) Ltd, Unit Nos. 171, 172, 173
on first floor & Unit Nos. 271 and 272 on the second floor,

or to any other address as a Party may designate pursuant to this notice provision.

13.1 Assignment. Subcontractor may not assign this Agreement, or any rights or duties hereunder, by contract, operation of law, or otherwise, without first obtaining OTIS's express written consent, and any attempted Change of Control without OTIS's consent is void and will allow OTIS to immediately terminate this Agreement, without notice or opportunity to cure. A "Change of Control" includes: (a) a change in beneficial ownership of greater than 50% (by one or more transaction); (b) a merger of Subcontractor with a third party, whether or not Subcontractor survives; (c) the acquisition of more than 50% of any class of Subcontractor's voting stock (or any class of non-voting security convertible into voting stock) by another party (by one or more transaction); and (d) the sale or other transfer of more than 50% of Subcontractor's assets (by one or more transaction). Subject to the foregoing, this Agreement will bind and benefit the Parties, their successors, and permitted assigns.

13.2 Subcontracting. Subcontractor may not engage a sub-tier subcontractor without first obtaining OTIS's express written consent. To the extent such consent is given by OTIS, Subcontractor shall ensure to flow down all obligations, terms and conditions of this Agreement to the sub-tier subcontractor.

13.3 Severability; Construction. If a court of competent jurisdiction finds any part of this Agreement unenforceable, that part will be enforced to the fullest extent permissible to effect the Parties' intent, and the remainder of this Agreement will continue in full force. This Agreement will be interpreted according to the plain meaning of its terms without any presumption that it should be construed in favor of or against either Party. All choices (no matter how described) by OTIS under this Agreement are to be made in its sole discretion, unless stated otherwise. Any list of examples following followed by "including" or "e.g." is illustrative and not exhaustive, unless qualified by terms like "only" or "solely." All references (e.g., to sections, Parties, terms, and Exhibits) are to the sections of, Parties to, terms of, and Exhibits to this Agreement, unless stated otherwise. All headings and captions are intended solely for the Parties' convenience, and none will affect the meaning of any provision. All references to "written," "in writing," or other words of similar import refer to a non-electronic, paper document only, except where electronic mail communication is expressly authorized. The words "herein," "hereof," and words of similar meaning refer to this Agreement as a whole, including its Exhibits. All references to "days" refer to calendar days, unless otherwise expressly set forth in this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all counterparts together will constitute a single instrument. Notwithstanding the foregoing, the Parties will each deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

13.5 No Waiver. No waiver of any breach of this Agreement will waive any other breach, and no waiver will be effective unless made in writing and signed by the waiving Party's authorized representative.

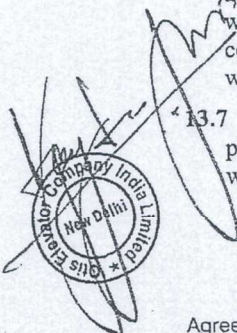
13.6 Remedies. No remedy conferred by any of the specific provisions of this Agreement or available to a Party is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of one or more remedies by either Party will not constitute a waiver of the right to pursue other available remedies. In any dispute concerning or arising under this Agreement or any transaction relating hereto, the prevailing Party will be entitled to reasonable attorneys' fees.

13.7 No Publicity. Subcontractor will not use OTIS's name or trademarks in any advertising, sales promotion, press releases, or other publicity matters relating to this Agreement without OTIS's written consent.

For Jha Brothers Services

Pawan

Partner



13.8 No Third Party Beneficiaries. Except as set forth in Section 9, the Parties hereby disclaim any intent that their obligations under this Agreement or any portion thereof benefit or can be relied upon by any third party.

13.9 Time is of the Essence. Time is of the essence in connection with Subcontractor's performance under this Agreement.

13.10 Order of Precedence. To the extent the terms and conditions of this Agreement conflict with the terms and conditions of an applicable Exhibit, the terms and conditions of this Agreement will control.

13.11 Entire Agreement. This Agreement (including the Exhibits) is the Parties' entire agreement regarding this subject matter and merges all prior and contemporaneous communications, and supersedes all prior agreements between the Parties, regarding those subjects (including any proposals, letters of intent, and term sheets). This Agreement will not be modified except in writing, dated after the Effective Date, referencing this Agreement and signed by both Parties' authorized representatives. Neither this Agreement nor any written or oral statements related hereto is an offer by OTIS, and this Agreement will not be legally binding until executed by both Parties.

Each of the Parties has executed this Agreement by its duly authorized representative as of the date set forth below.

Otis Elevator Company

By (Signature)

Name (Type or Print)

Title

Date

Subcontractor For Jha Brothers Services
Pawan

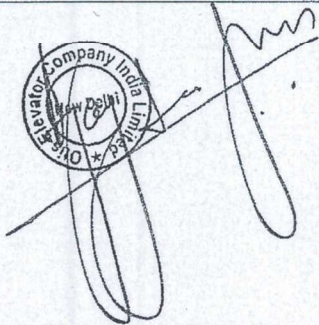
By (Signature)

Partner

PAWAN KUMAR JHA
Name (Type or Print)

PARTNER
Title

Date



A handwritten signature in blue ink is written over a circular stamp. The stamp contains the text "Otis Elevator Company India Limited" around the perimeter and "New Delhi" in the center. There is also a small star symbol inside the stamp.

EXHIBIT A

Ethics & Business Conduct – Certification

This is to certify that **M/s Jha Brothers Services** / its employees or its representatives in its dealings with OTIS, or its other s/ representatives/ strategic partners and its employees conducting OTIS business during the year 2022:

- ~~Have complied with the OTIS Absolutes and OTIS Supplier Code of Conduct~~
- Did not have any other business or personal arrangements (outside of this contract) with any OTIS employee, either directly or indirectly through other associated companies or partnerships/ arrangements with our knowledge or authorized by us.
- Did not try to influence the decision of any OTIS employee in an unethical or coercive manner;
- Did not have any other dealings with OTIS or its employees, where there are possible instances of any conflict of interest that may cloud the judgment or decision of OTIS or its representatives/ employees.
- Will disclose forthwith any breach of the code that comes to our knowledge.

We have the following disclosure to make (Please indicate 'NONE' where applicable):

For Jha Brothers Services

PAWAN

Place:

Signature:

Partner

Date:

Name: PAWAN KUMAR JHA

Designation: PARTNER

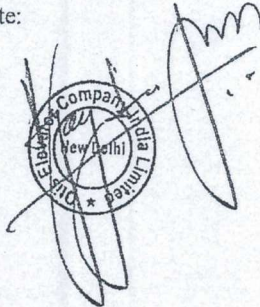


EXHIBIT B

Prevention of Sexual Harassment at Work Place - Certification

This is to certify that the **M/s Jha Brothers Services** / its employees or its representatives in its dealings with OTIS, or its others/ representatives/ strategic partners and its employees conducting OTIS business during the year 2022:

- We have gone through the Sexual Harassment of Women at Work Place (Prevention, Prohibition & Redressal) Act 2013. We agree that legally, and in human interest it is a legal binding mandatory compliance from every organization by the Indian Government as per the Sexual Harassment of Women at Work Place (Prevention, Prohibition & Redressal) Act 2013.
- We will do the following as a Subcontractor to ensure adherence to the Act
 - i) Awareness and training conducted for every employee or contract staff representing us at OTIS.
 - ii) Prohibit entry and interaction, and initiate necessary action in case of any employee any breach of required discipline on this subject, while performing tasks or services towards employees of OTIS.
 - iii) Take any complaint of sexual harassment formally, officially, and deal with it as per the guidelines of Act.
 - iv) In lieu of employing more than 10 persons on working schedule, we will form an Internal Committee to closely monitor the POSH Annual Compliances are met as per the requirement of the Act.
- We will disclose forthwith any such incident that comes to our knowledge.

For Jha Brothers Services

Signature: *Pawan* Partner

Name: PAWAN KUMAR JHA
Designation: PARTNER

Place:

Date:

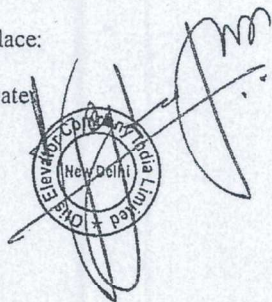


EXHIBIT C

STATEMENT OF WORK

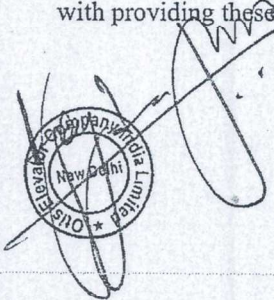
Quality and delivery requirements

Checking & Adjustment Report requirements, Installation Quality Report requirements, Field ProCert requirements

FIELD CONTRACTOR SERVICES

Type of Work	Applicability
1. New Equipment Installation	Applicable
2. Service Repairs	Applicable
3. Service cleaning/ House keeping	Applicable
4. Mod Dismantling and new Erection	Applicable
5. Fabrication	Applicable
6. Welding and Gas cutting	Not Applicable
7. Collapsible Gate Repairs	Not Applicable
8. Minor Builders Work (MBW)	Applicable
9. Hoisting	Applicable
10. Painting	Applicable
11. Shifting Material	Applicable
12. Lift Attendant	Not Applicable
13. Security Services	Not Applicable
14. Scaffolding	Applicable
15. Barricade Fixing	Applicable
16. Fascia Fixing	Applicable
17. Servicing Minor Repairs	Applicable

The Sub-contractor may be required to incur expenses (like additional travel) in connection with providing these services.



For Jha Brothers Services
Powan

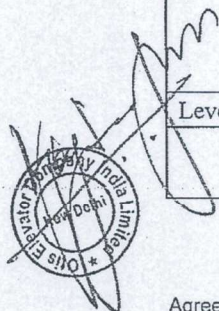
Partner

New equipment installation services

- Subcontractor shall perform the elevator installation as per OTIS standard and safe practices.
- Only trained and OTIS authorized personnel shall be deployed at job sites as per authorization document.
- Subcontractor personnel shall carry requisite tool and PPE as per requirement for installation process.
- Standard Tool and PPE list is provided below for reference.
- Subcontractor shall ensure that their personnel strictly adhere to all safe working practices, rules & regulations prevailing in Otis.
- Material stores at job site shall be under supervision and accountability of Subcontractor personnel.
- Subcontractor shall comply with all applicable statutory acts/laws including applicable Labour laws and Contract Labour Regulation and Abolition Act, 1970 for resources deployed.
- Subcontractor shall provide uniforms, identity badges and PPE to all their employees deputed at OTIS job sites.
- Subcontractor shall provide to OTIS a brief schedule of manpower deployment chart with responsibilities to be carried out.
- The Vendor shall be responsible for the discipline, behavior, conduct and performance of all employees engaged/deployed to carry out the work
- OTIS reserves the right to remove any person found unfit for work without any prior intimation.
- Subcontractor shall submit MIS reports as agreed at regular intervals, incident reports as per the safety matrix mentioned below.

Safety Matrix

Escalation	Name	Contact Details
Level 1 - Project Supervisor		
		Cell Phone :
		Email Id :
Level 2 - Field Manager		
		Cell Phone :
		Email Id :
Level 3 - OTIS Safety Officer		
	Mr. Sunder Singh Mr. Mukesh Singh	Cell Phone : 9818891585, 9717426111 Email Id : Sunder.Singh@otis.com Mukesh.Singh@otis.com
Level 4 - Regional Safety Head		
	Mr. Sushil Aggarwal	Cell Phone : 9818538819 Email Id : aggarwal.sk@otis.com



For Jha Brothers Services
Pawan

Operations Escalation Matrix

Escalation	Name	Contact Details
Level 1 - Project Supervisor		
		Cell Phone :
		Email Id :
Level 2 - Field Manager		
		Cell Phone :
		Email Id :
Level 3 - Regional Construction Head	NCR	
	Mr. Sanjay Kumar	Cell Phone : 9599082771
		Email Id : Sanjay.Kumar@otis.com
Level 3 - Regional Construction Head	UPC	
	Mr. Deepak Sharma	Cell Phone : 9599449062
		Email Id : Deepak.Sharma@otis.com
Level 3 - Regional Service Head	NCR	
	Mr. Neeraj Rawat	Cell Phone : 8454044770
		Email Id : Neeraj.Rawat@otis.com
Level 3 - Regional Service Head	NN	
	Mr. Yogesh Bhaskar	Cell Phone : 9650392041
		Email Id : Yogesh.Bhaskar@otis.com
Level 3 - Regional Service Head	NU	
	Mr. Hardeep Kumar	Cell Phone : 9650392025
		Email Id : kumar.hardeep@otis.com
Level 4 - General Manager	NCR	
	Mr. Bhupinder Singh	Cell Phone : 9971150662
		Email Id : Bhupinder.Singh@otis.com
Level 4 - General Manager	UPC	
	Mr. H N Pandey	Cell Phone : 9650392114
		Email Id : pandey.hn@otis.com

Standard Erector Tool list

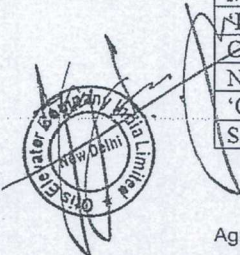
Tool Description	Specification	Qty per team	UoM
Spanner Set (Ring & Double ended)	No 8 to No 32	1	Set
Tube spanner	with 200 length	1	No
Ratchet spanner	Full set	1	Set
Adjustable spanner	Upto 30mm	1	No
Allen keys		1	Set
Spirit level	300mm	1	No
Centre punch		1	No
Triangle file		1	No
Flat file		1	No
Measuring tape	15mtrs	1	No
Measuring tape	5mtrs	1	No
✓ Square		1	No
Combination plier		1	No
Nose plier		1	No
'C' clamp		1	No
Screwdriver	Flat	1	No

For Jha Brothers Services

Pawan

Page 19 of 25

Partner



Screwdriver	Star	1	No
Plumb bob		1	No
Hacksaw frame		1	No
Rivet Gun		1	No
Hammering Machine		1	No
Drill Chuck with adaptor		1	No

Standard PPE list

PPE Description	Specification	Recommended brands
Hard hat		Joseph Leslie
Shoes	Should have metal toecap and Midplate in sole.	Walker Footwear
Full Body harness		Unicare Emergency Equipment
Lifeline + Brackets		Lifeline - Todi and Co
Gloves		
Rubber gloves		
Leather gloves		
Goggles		Karam
ELCB		
LOTO kit		
Line tester		Taparia
Reflector jacket		
Headlamp		
Mask		
Earplug		3M
First Aid Kit		
Uniform		

A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "Otis Elevator Company Limited" around the perimeter and "New Delhi" in the center.

For Jha Brothers Services

Pawan

Partner

KEY PERFORMANCE INDICATORS

Following KPIs will be monitored and reviewed on regular basis. Service Provider needs to submit the report of the same for review.

Sr. no	KPI Description	Requirement	Penalty Clause
1	Stage Inspection Clearance	Zero Stage Re-Inspection	2 nd Inspection Penalty Rs 1000/- shall be borne by subcontractor.
2	Late Delivery	Zero late deliveries wrt agreed timelines.	Reimbursement of costs incurred by OTIS to mitigate late delivery mutually agreed between parties.
3	Installation Completion	5% increase in completions YoY	As mutually agreed between parties.
4	Incident Reporting	Adherence to safety matrix Zero recurring incidents.	RRCA for incident reported to be submitted to OTIS.
5	Misconduct of Subcon Employees	NIL escalation	Rs. 10000/- Fine for misconduct of Subcon Employees
6	All units in route chart to be covered	90% minimum	PO amount will be deducted as per below for missed service- 10% missed 10% reduction from amount for completed services, similarly 20% missed – 30% reduction >20% missed – 50% reduction
7	All units in route chart to be covered	90% minimum	If >20% missed during any 3 months within a year may lead to termination of agreement without prior notice
8	Post service customer escalation for poor servicing or poor quality of any assigned work	Nil escalation	Re-servicing costs will be borne by subcontractor
9	Modernization	First NIS Clearance	2 nd Inspection Penalty Rs. 1000/- shall be borne by subcontractor
10	PUI	NIL escalation	Rectifying costs will be borne by subcontractor



For Jha Brothers Services

Pawan

Partner

Consideration & Payment Terms

PRICING:

Type of job	Consideration	Bill Submission
NE installation	As per Purchase Order based on standard rate chart (depends on type of equipment, number of stops, duty load, etc)	Billing in 4 Stages – Completion of Guide Alignment (25%), Completion of Entrances (25%), Commissioned or Ready for commissioning (25%) and Service Handover (25%)
Hoisting, Barricade Fixing	As per Purchase Order based on standard rate chart	Billing on completion of work
MOD, Fabrication, Welding and Gas Cutting, MBW, Painting, Material Shifting and any other work related to Elevator / Escalator installations	As per Purchase Order based on standard rate chart or per mutually agreed rate (depends on type and location of job site, and quantum of work)	Billing on completion of work
Service, T Repair & Housekeeping and any other work related to Elevator / Escalator service or repair	As per Purchase order based on standard rate chart or per mutually agreed rate (depends on type and location of job site, and quantum of work)	Billing on completion of work

In case any expenses in the nature of reimbursement incurred and claimable as per Purchase order, collateral documents to be provided

The total value for the above scope of work shall not exceed **INR 100000000/-**

Agency handling charges @ 5% on all activities as applicable under the **Exhibit-C**.

Timely deposit of employer's contribution of PF & ESI to the authorities will be the Agency's responsibility which will be reimbursed on production of requisite supporting to that effect.

Taxes:

GST extra as applicable at the time of invoicing (currently at 18%)
TDS shall be deducted at actuals if applicable.

Invoicing & payment:

The Vendor shall submit tax invoices to Otis representative after completion of services as per above scope. The invoices shall be submitted to OTIS with all relevant supporting documentations as per clause 3. Payment will be released post submission of correct invoice approved by the user department as per clause 3, if not disputed by Otis.

For Jha Brothers Services
paawan
Partner