

# PO NOT RELEASED

 <b>ITC Limited</b> SBU-Packaging & Printing PO Box ,Plot No.1, Sector II,Haridwar, 249403 Phone : Fax : Visit us : <a href="http://www.itcportal.com">www.itcportal.com</a>	<b>PURCHASE ORDER</b> NO.: 4900065634 Date: 05.05.2023	Page 1/5				
<b>VENDOR</b> <p>Name A ONE SALASAR PRIVATE LIMITED</p> <p>City Thane Pin Code 400604</p> <p>PO Box</p> <p>Street Plot No.C-1, Opal Square, Wagle Industrial Estate</p> <p>House No.Unit No702</p> <p>Country India</p> <p>Phone 7710084004</p> <p>GSTIN :27AAOCA5506C1ZV</p> <p>State: 27 Maharashtra</p>		<b>SHIP TO</b> ITC Limited., Packaging & Printing Business PO Box ,Plot No.1, Sector II,Haridwar 249403 GSTIN: 05AACI5950L1ZG State: 05 Uttarakhand				
<b>Requestor</b>		<b>Production Order Number</b>				
Currency: INR 106206		<b>BUYER</b>		<b>TERMS</b> Z030		<b>SHIP VIA</b>
<b>INCOTERMS</b>	<b>FREIGHT</b>	<b>TAX</b>	<b>P.O.TYP</b> YSRV	<b>ACCOUNT NUMBER</b>		<b>CONFIRM TO</b>
<b>ITEM DETAILS</b>						
<b>As Per Annexure - I</b>						
<b>NOTE :</b> The PO is raised for E-auction of waste sales contract for the period of 1st June 2023 to 31st May 2024						
				<b>For ITC LIMITED</b>		
Please acknowledge your acceptance of this order. For further terms and conditions please see reverse.				Authorised Signatory		

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### TERMS & CONDITIONS OF SERVICE AGREEMENTS / WORK ORDER

1. You will engage such labour and provide such materials as may be necessary for satisfactory completion of the work. The work / services shall strictly conform to the approved specifications / deliverables in all respects. Any variation by you from the approved specifications or failure to achieve deliverables, unless previously agreed to and confirmed by ITC Limited ("the Company"), shall lead to automatic rejection of the Order at any stage and no liability will accrue to the Company for such rejection.

2. It shall be your responsibility to comply with all relevant laws in relation to such persons engaged or employed by you for carrying out your obligations hereunder, including, but not limited to, the compliance with all applicable labour laws. Further, it is expressly agreed that:

i) The persons employed by you are exclusively your employees and shall not in any event be deemed to be in employment of the Company.

ii) You shall be solely responsible for payment of wages and claims in respect of persons engaged/employed by you.

iii) You will indemnify and keep the Company indemnified against all losses, claims and demands suffered by or made against the Company and defend the Company against all actions, suits and proceedings taken against the Company in respect of any representation by any person / workman(en) engaged by you holding out to be the Company's employee.

3. The original invoice issued in terms of GST Laws, must be submitted at Haridwar or as otherwise directed and referring to the Order, along with certificate of Practical Completion of Work. Separate invoices in the above manner should be prepared and submitted for work done against different Orders. Invoices should be typed or written in ink and each must indicate your GST Registration Number and Permanent Account Number (PAN) under the Income Tax Act. .

4. Invoices must be issued against each service agreement/ work order and must contain the name, address, GSTIN of the Company, SAC code, taxable value and such other particulars as prescribed under GST laws and the Rules thereunder. You shall also be solely responsible for issuing and making available to Company all requisite documents in the manner prescribed under the GST Laws, including but not limited to advance receipt vouchers, refund vouchers, credit notes, debit notes, bill of supply, except where the Company is required to issue such documents in terms of the GST laws.

5. The Price' shall be exclusive of applicable taxes under GST Laws unless otherwise specified.

6. On satisfactory completion of the work, the Company will pay you at the approved rates in full and final settlement of all your claims. Where rates are quoted per unit, quantities shall be measured and the price to be paid shall be calculated according to the approved rates. No payment or allowance will be made for any extra work done or materials used without an endorsement on this Order and / or prior written approval in this regard obtained from the Company's authorised representative.

7. Subject to your complying with the terms and conditions contained herein, payment of bills / invoices will, in accordance with the Company's normal practice, be made within 45 (forty five) days of receiving the invoices along with all supporting documents, unless otherwise agreed upon. If the foregoing instructions are not strictly adhered to by you, settlement of your bill may be delayed.

8. All payments shall be made to you after deducting all applicable taxes, as per current laws.

9. You shall comply with all the laws, rules and regulations governing the nature of the work hereby awarded. You shall obtain all necessary approvals, permissions, licenses, etc. and maintain such registers and records as are prescribed and required under the laws / rules / regulations as are applicable to you and the nature of the work awarded to you. You shall keep such registers and records open for Company's officials and shall supply copies / extracts of the same at their request.

10. You will be solely responsible for charging applicable taxes under GST Laws and depositing the same in a timely manner with the relevant authorities. Any interest, penalties or recoveries on account of default by you in depositing such taxes with the relevant authorities is to be solely borne by you on your own account.

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11. In cases where payment is to be made under the reverse charge mechanism as per GST laws or other Indirect Tax laws on supplies made by you to the Company, taxes shall be payable by the Company directly to the Government to the extent the Company is statutorily liable and corresponding documents shall also be issued by the Company in such case in accordance with GST laws or other Indirect Tax laws.

12. You will at all times and without recourse to Company be solely responsible for any consequences and demands made by Government arising on account of and in relation to all tax positions including but not limited to 'Place of supply', 'Time of Supply' and Service Account Code (SAC).

13. You will be solely responsible for making appropriate disclosures in the statutory returns or otherwise within the prescribed time limits. You will also be responsible for making good any losses suffered by the Company due to negligence, erroneous or incorrect reporting, or inadequate compliance under GST and other applicable Indirect Tax laws on your part.

14. In the event of discrepancy between the invoice or any other document reported by you in the statutory return(s) and electronic credit register of the Company, you shall be responsible to rectify such discrepancy within <<15 days>> of identification of the same.

15. In the event of denial of input tax credit to the Company on account of any non-payment of taxes or non-compliance by you with the GST Laws, the Company shall be entitled to recover such loss along with interest at the rate of 18 percent per annum.

16. You represent and warrant that you shall comply with the GST laws and other Indirect Tax laws and the requirements therein. If our company suffers any loss or damage by reason of any action or omission or mistake on your part, you shall be responsible for such losses and damages.

17. You will indemnify and keep the Company / indemnified against all losses, claims and demands suffered by or made against the Company and defend the Company against all actions, suits and proceedings taken against the Company in respect of any legislation, statute or enactment and / or rules and regulations or bye laws framed thereunder, by virtue of your failure to observe or non-fulfilment of any statutory conditions or by virtue of your negligence.

18. It is a term of our contract with you, your employees and all contractors you shall appoint that you/they shall:

- i. Whilst on the work site, comply with all health and safety legislations and also company's health and safety rules in force from time to time;
- ii. Ensure that all equipment and tools brought on to the work site will be in safe and good working condition, having been recently checked and that all personnel using the equipment and tools have been trained in their safe operation;
- iii. Ensure that training has been given in the safe operation of the work to be carried out in the premises;
- iv. Ensure that at the construction site, all the scaffolding, catwalks and ladders conform to safety rules as aforementioned;
- v. Be solely responsible for all accidents which may happen during the execution of the work, for whatever cause they may be and shall be liable to meet any claim for compensation which may be made under the provisions of Workmen's Compensation Act, 1923 or otherwise, by persons employed / engaged by you.
- vi. Observe the Health & Safety provisions as laid down in the Company's 'HAND BOOK ON HEALTH AND SAFETY AT WORK' for contractors / sub-contractors which has been issued and all provisions thereon are deemed to have been understood by you. You shall be solely responsible for any accident caused due to non-observance of these rules and safety provisions.
- vii. You shall achieve the highest standards in terms of safe work environment, equipment, work practices and have an effective supervisory representative at the site wherever the work is in progress.

19. In case, it is noted that the persons employed / engaged by you are working under unsafe work conditions, your contract may be terminated by the Company forthwith and without compensation of any kind whatsoever.

20. Whilst in the premises, due to any reasons whatsoever, if Company's property is in any way damaged, destroyed or mutilated by you or your employees and / or agents, you will be totally responsible for the same and compensate the Company for the loss.

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21. You shall utilise the assets of the Company, solely for the purpose for which they have been entrusted to you. All confidential information, date, etc. that have been made available to you shall be utilised solely for the purpose of the work entrusted to you and shall not be disclosed to any third parties under any circumstances. The Company reserves its right to pursue all or any remedies, including but not limited to a claim for liquidated damages, for any breach of this confidentiality clause by you and / or your employees/agents.

22. You shall not claim any proprietary and / or any other right in respect of the Company's trademarks and / or other intellectual property used in relation to / for the execution of the work hereby entrusted to you. You shall use the same strictly for the purposes of the work entrusted to you and such use shall be on behalf of the Company and shall not entitle you to claim any rights in respect thereof.

23. The failure of the Company in not invoking the conditions hereof or the indulgence shown to you shall not be construed as the waiver by the Company of such conditions and prevent the Company from asserting or invoking the conditions at a later stage.

24. Acceptance / execution of this Order shall be deemed to be (a) a confirmation by you that no benefit, either in cash or in kind, has been provided by you to any officer or employee, or any relative/associate of any officer or employee, of the Company or of any of its associate companies, in order to secure this contract, and (b) an undertaking by you not to provide any benefit, either in cash or kind, to any such officer / employee / relative / associate as reward or consideration either for securing the contract or any other matter relating to this contract.

25. All disputes, claims and / or differences arising on any matter relating to this order are subject to the exclusive jurisdiction of the Courts at Haridwar.

26. No e-mail communication will be accepted as a legal notice / claim served on the Company. Such Communication must be served at the appropriate address only by registered post.

27. TERMINATION: Without prejudice to any other rights and remedies, either party may terminate the agreement immediately on giving written notice to the other party ("the defaulting party") if the defaulting party commits a material breach of this Agreement. (b) ITC may terminate this Agreement by giving a notice of 30 days in writing. (c) Either party may terminate this Agreement in case a winding up decree has been obtained against the other party or the other party enters into a liquidation or commits an act bankruptcy or has an administrator or receiver appointed over the whole or any part of its assets (d) Any termination of this Agreement, howsoever, caused shall not affect any right or liabilities which have accrued prior of the time of termination or the continuance in force of any provision hereof which expressly or by implication is intended to come into or continue in force after termination. The parties will settle all undisputed dues of each other, outstanding as on the date of a termination / expiration. This sub - clause shall not be applicable in case of a termination by cause. (e) In the event of termination of this Agreement each party shall return to the other all Confidential Information pertaining to the Other Party without retaining any copy of the same.

28. FORCE MAJEURE: Neither party shall be considered in breach or default under this Work Order for any delay of failure in performance (other than the payment of money) resulting from extraordinary causes beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, acts of war or civil disruption, act of terrorism, public utility failures, industry wide shortages of labors or material or natural disasters, in such an event the party unable to perform its obligations under this agreement shall provide a notice of the same within a period of 7 days to the other with full details. In the event such force majeure conditions for more than a period of 14 days, the party other than the non-performing party shall be entitled to terminate the agreement forthwith upon written notice.