

CONTRACT



Registered Office : ITC Limited, Virginia House,
37, J. L. Nehru Road, Kolkata - 700 071, India
Visit us at www.itcportal.com
Corporate Identity Number : L16005WB1910PLC001985
e-mail : enduringvalue@itc.in
Telephone : 22889400 / 22889406
FAX : 91-33-22882251 / 22452253 / 22882257

Vendor : A ONE SALASAR PRIVATE LIMITED
. 104, Vasudev Chambers , Opp D Mart, Mulund Link
Road, Bhandup , Mumai
MUMBAI 400078 India
Pan: AAOCA5506C GSTIN: 27AAOCA5506C1ZV

ITC Contact Person/Telephone:

Vendor No. : 233951
Ref. Quot. No. :
Dated
Vendor No. : 233951
Ref. Quot. No. :

Attention:
Kunj.Bhatia@itc.in

Consignee's ITC LIMITED, FOODS DIVISION
Address : C/o Uluberia Foods Plant
Requesting J.L. No -8 Mouza Amraberia P.O Joarguri,
Party Address : Howrah
711303 India
Pan : AAACI5950L
GSTIN : 19AAACI5950L1Z7

Contract Number : 4700291227
Date : 16.05.2023
Name of Requester
PR Number

Payment Terms : Payment Terms (FBD - ePayment - M)

Country Of Origin : India

Sl	Delivery	HSN Code	Item Code	Description	Currency	Quantity	UOM	: INR	Rate	Per	UOM	Total Price
No	date											
10	31.05.2023	9983		Service Charges for E Auction		1.000	NO		20,000.00	1	NO	20,000.00

TERMS & CONDITIONS OF SERVICE ORDER / WORK ORDER

1. You will engage such labour/workmen/personnel and provide such materials/services as may be necessary for satisfactory completion of the work/services. 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 this Order at any stage and no liability will accrue to the Company for such rejection.
2. You have been engaged by the Company on a non-exclusive basis for rendition of services/completion of works and this engagement with you is on a principal-to-principal basis and nothing herein is intended to constitute a partnership, agency or joint venture between you and the Company.
3. 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. The persons engaged by you for rendition of service or completion of works shall not be below the age of 18 years.
 - iii. You shall be solely responsible for payment of wages and claims in respect of persons engaged/employed by you.
 - iv. 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.
 - v. You shall ensure that none of your persons work for more than the working hours prescribed under any law in a day/week/month and in the event your persons work for more than the working hours prescribed under law for a day/week/month, you shall compensate such persons in accordance with the law.
 - vi. Upon receiving a complaint from the Company regarding the quality of work or the discipline of persons deployed by you, you shall within seven days investigate into the matter and take all such necessary action as may be deemed fit.
 - vii. If the Company so requires, you shall provide to your people requisite uniforms, identity badges and any such other essential equipment that may be required to ensure that the services are delivered in an efficient manner.
4. On the satisfactory completion of the work/services, the Company will pay you at the rates as approved in full and final satisfaction of all your claims. Where rates are quoted per unit area or quantities, the same shall be measured and the prices to be paid shall be calculated according to approved rates in this form. No payment or allowance will be made for any extra work done or materials used or extra services rendered without an endorsement on this Order and/or unless a prior written approval in this regard is obtained from the Company's authorised representative.
5. The sole liability of the Company is to make payments as due and payable upon the satisfactory rendering of services and submission of deliverables or completion of the works by you. The Company shall not, in any event, be liable for any direct, indirect, special, punitive or consequential losses or damages.
6. The Company reserves the right to set-off, deduct, withhold any amount from the payments due and payable by the Company to you under the terms and conditions of this Order against any other claim by the Company arising out of any transaction between you and the Company.
7. The original invoice issued in terms of GST Laws, must be submitted at Bengaluru or as otherwise directed and referred to in this Order and if applicable 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.
8. Invoices issued pursuant to this Order must contain the name, address, GSTIN of the Company, SAC code, taxable value and such other particulars as prescribed under GST laws and the applicable Rules thereunder. You shall also be solely responsible for issuing and making available to the 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.

9. The price agreed upon in this Order shall be exclusive of applicable taxes under GST Laws unless otherwise specified.
10. Subject to your complying with the terms and conditions contained herein, payment of bills / invoices will, in accordance with the Company's normal practice, shall 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.
11. All payments shall be made to you after deducting all applicable taxes, as per current laws.
12. You shall comply with all the laws, rules and regulations governing the nature of the work/services 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/services 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.
13. 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.
14. 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.
15. 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).
16. 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.
17. 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 immediately on identification of the same.
18. 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.
19. 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.
20. 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.
21. It is a term of our contract with you, you and your employees/workers/personnel and all employees/worker/personnel of the contractors including the contractors appointed by you shall comply with the following :
 - i. Whilst on the work site, comply with all health and safety legislations and also the 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/premises where the services are being rendered 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/services 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/services, for whatever cause they may be and shall be liable to meet any claim for compensation which may be made under the provisions of the applicable laws including but not limited to the Workmen's Compensation Act, 1923 or otherwise, by persons/workers/personnel employed / engaged for rendition of the services and/or completion of the works.
 - 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 thereof 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/premises wherever the work/services are in progress.
22. In case, it is noted that the persons employed / engaged by you are working/performing services under unsafe working conditions and/or not maintaining proper discipline/decorum, your engagement may be terminated by the Company forthwith and without compensation of any kind whatsoever.
23. The Company can terminate your engagement by terminating/cancelling this Order at any time without stating any reason for such termination/cancellation by giving at least 30 (thirty) Days' notice to you.
24. 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 and/or contractors, you will be solely responsible for the same and compensate the Company for the loss.
25. You shall utilise the assets of the Company, solely for the purpose for which they have been entrusted to you. All confidential information, data, etc. that have been made available to you shall be utilised solely for the purpose of the work/services 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.
26. 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/services 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.
27. You hereby agree to be ready for audit by the Company or by an external party as nominated by the Company or with or without assigning any notice thereof of such audit. During the audit, you shall depute a representative to produce all the requisite information and records/documents/ registers/forms sought for and if required give copies of such records/documents/registers/forms.
28. 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.
29. 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.
30. All disputes, claims and / or differences arising on any matter relating to this order are subject to the exclusive jurisdiction of the Courts at Bengaluru.
31. 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.
32. The Order shall be deemed to be accepted if not rejected by you in writing within 7 days of receipt of the same. No part or whole of this Order shall be assigned/sub-contracted by you without the prior written consent of the Company.

33. The terms and conditions of this Order shall constitute the entire agreement/contract governing the relationship between you and the Company with respect to the services/works and deliverable(s) to be provided in accordance with this Order. In the event this Order is issued pursuant to an Agreement in writing executed between you and the Company, then the terms and conditions of this Order shall be read as a part of such Agreement and in case of a conflict, such Agreement will prevail over the terms and conditions of this Order.
34. This Order shall not be modified or amended except by executing an agreement in writing signed between you and the Company.