**VENDER AGREEMENT**

THIS SERVICE CONTRACT/AGREEMENT made and entered on this \_\_\_\_ day of July 2019.

**BY AND BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_company organized and existing under the applicable laws of India, having a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**the Client**”, which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and assigns) of the **First Part.**

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a Private Limited Company and having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; (hereinafter referred to as **“Vendor”**, which expression shall, unless it be repugnant to context and meaning hereof, shall deemed to include its Successors and assigns) on the **Other part**.

**WHEREAS the client** and the **Vendor** are collectively referred to as “the Parties” and individually as “the Party”

**WHEREAS** the Client is in \_\_\_\_\_\_\_\_\_\_\_ business and desires to outsource the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ services to the Vendor.

**WHEREAS** the Vendor is in the business of providing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to various organizations. The Vendor represented its willingness to the Client that they have requisite expertise, resources and the skilled personnel for providing the services and is desirous of providing the same to the Client.

**WHEREAS** the Client has agreed to avail the services offered by the Vendor inter alia for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ services.

**NOW THEREFORE,** for and in consideration of the mutual covenants and agreements provided below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to following **terms and conditions** set out as on \_\_\_ day of June, 2019 at Nagpur**:**

1. **SCOPE AND STANDARD OF SERVICES:**
   1. Vendor hereby agrees to provide to the Client and the Client hereby agrees to avail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ services from Vendor.
   2. In rendering the services to the Client, Vendor warrants that:
2. It shall observe the best service quality standards and ensure that Vendor renders its obligations to the satisfaction of the Client.
3. It shall meet the various deadlines and standards as more particularly mentioned in Annexure to this Agreement.
4. It shall discuss and review its progress, on a regular basis as and when required by the Client.
5. It shall extend services during validity period of this Agreement.
6. **TENURE OF THE AGREEMENT:** 
   1. The agreement is effective from \_\_/\_\_/\_\_ to \_\_/\_\_/\_\_.
   2. The Client at its sole discretion reserves the right to extend the period of this Agreement for a further period by serving a letter in writing on the Vendor on the same terms and conditions of this Agreement.
   3. In case the services under this Agreement is continued for a further period without execution of another agreement, then such period of extension will be governed by the same terms and conditions of this Agreement, until a new agreement is executed in writing by the parties.
   4. Either party can terminate this Agreement by giving 30 days written notice to the other party.
7. **CONSIDERATION:** 
   1. In consideration of Vendor rendering the Services to the Client, the Client shall pay to Vendor charges as mentioned against each service more particularly described in **‘In Quotation for Courier Services dated \_\_/\_\_/\_\_\_\_ hereto marked as Annexure – A’**. Vendor shall not claim any other charges in view of change of circumstances / laws etc.
   2. It is hereby clarified that the Client only obligation is to pay the aforesaid charges to Vendor’s duly authorized agents, employees, representatives. (All such authorized agents, employees, representatives of the Vendor are hereinafter collectively referred to as **“Company Staff”**).
   3. Any payment of the charges made to and received by such Authorized Agent or the Company Staff shall be considered as a full discharge of the Client’s obligations for payment of charges hereunder.
   4. Payment within 15 Days from submission of the Bills. Submission of bills will be on monthly basis and the same have to be sent on \_\_ of every month. Payment period under any given circumstances would not exceed thirty (30) days of raising the invoice.
   5. While making the payment of the bills of the Vendor, the Client is obliged or required to deduct under various Indian laws such as deduction of Tax at source under Income Tax Act, etc.
   6. The payment shall be made as detailed in Annexure -A of the Agreement. The payment shall be made after deducting all applicable taxes and charges as applicable. Service tax as applicable will be charged extra on the total billing.
   7. Any taxes introduced/revised by the Central or State Government shall be applicable and shall be borne by the Client from time to time.
   8. The Charges shall be fixed and firm during the contractual period and shall not increase for any reason whatsoever. The Client shall provide the details of the payment or deductions like Tax Deducted at Source, if any, made with every payment and the proof for the same should be attached.
   9. Any fine or deduction to be levied on the Vendor needs to be notified and accompanied with a debit note.
   10. The GST applicable will be paid by the Client. Invoices shall be raised by the Vendor in compliance with all applicable laws including but not limited to the Goods and Service.
   11. Tax (“**GST**”) laws as amended from time to time and any rules and regulations thereunder (“**GST Laws**”). The Vendor agrees to comply with all  provisions of GST Laws including but not limited to invoice compliance, reporting compliance, payment of taxes and information and document compliance as well as provide the Service Recipient all necessary support as may be required including but not limited to providing information such as, its GSTIN, GST registered address, GST compliance rating, etc. amongst others and maintenance of appropriate level of GST compliance rating with a view to enable the Service Recipient to avail GST input tax credit for the taxes paid and such other requirements.
   12. The Vendor hereby agrees that if it fails to comply with the GST Laws, and any covenants as mentioned above and as such renders the Service Recipient ineligible for any GST input tax credit amongst other consequences, the Service Recipient shall have the right to (i) withhold entire invoice payment until the non-compliance so noticed is corrected and the Service Recipient is able to avail corresponding input tax credits; (ii) cause the Vendor to rectify the said non-compliance during a the cure time given for the same; or (iii) terminate this Agreement; at the sole option and discretion of the Service Recipient and it may exercise such other  rights and remedies  as per the terms of this Agreement.”
   13. The Vendor will be liable for any taxes that it is liable to pay on their GST as per the local tax and other regulations, and the Service Recipient shall not be held liable for any fines, liabilities, penalties and any other sanctions arising out of, or resulting from its failure to comply with the local tax requirement.

The Vendor hereby represents that he is or shall be registered under GST and be compliant of GST provisions including issuance of proper tax invoice to enable the Client avail entire input tax credit on timely basis. The Vendor further represents that he shall timely deposits GST amount due to the Government and file the periodic statements / returns as per the provisions of GST Law and comply with all the requirements under GST law, to ensure timely receipt of input tax credit benefit of the taxes charged by him on his outward supplies to the Client. In case of non-compliance of the GST provisions by the Vendor resulting in blockage or denial of any input tax credit benefit to the Client, the Vendor hereby indemnify the Client for input tax credits so denied along with interest, penalty and other costs.

1. **ANTI-PROFITEERING.** The company shall pass on to the customer all the benefits of either reduction in tax rates, exemptions, concessions, rebate, set off, credits, etc. or introduction of new tax rates exemptions, concessions, rebate, set-off, credits etc. pertaining to all taxes, duties, imposts, fees and levies in respect of the supplies of goods or performance of obligations including reduction in procurement price, under the contract. This would specifically include reduction of tax rates as a result of statutory changes or judicial rulings and reduction in price where the company is benefited due to reduction in taxes.
2. **STANDARD TERMS AND CONDITIONS:**
   1. Vendor shall confirm that it holds all valid licenses, registration and permissions that are required under the applicable laws for carrying out this activity.
   2. Vendor should comply with applicable Union, State and local laws, ordinance, regulations in performing its obligations including procurement of licenses, permissions, certificates, etc., payment of taxes, if required.
   3. Client will be able to track their shipment order given to the Vendor herein through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   4. The duties of Parties under this Agreement shall commence with effect from \_\_ day of \_\_, 2019 hereof and shall remain in force for a period of one year i.e. up to \_\_ day of \_\_\_\_, 2020, after which the terms and conditions set out herein above shall expire and the parties will be at liberty to execute fresh terms and conditions thereafter.
3. **INDEPENDENT VENDOR**:
   1. This agreement is on a principal-to-principal basis and does not create any employer-employee relationship.
   2. Vendor shall provide the Services hereunder as an independent vendor and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Client and Vendor.
4. **GOVERNING LAW & ARBITRATION**
5. This Agreement shall be governed by the laws of India. The Courts in Mumbai shall have exclusive jurisdiction over the subject matter of this Agreement.
6. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
7. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai. The award passed in the arbitration proceedings shall be final and binding on both the parties.
8. The cost of arbitration proceedings shall be equally borne by both the parties.
9. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

**IN CASE OF A DISPUTE:** Courts in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ will have exclusive jurisdiction for any dispute arising between the parties as per this terms and conditions mentioned herein.

1. **Severability:** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
2. **Waiver; Amendment; Modification**: No term or provision hereof will be considered waived by the Client, and no breach excused by the Client, unless such waiver or consent is in writing signed by the Client. The waiver by the Client of, or consent by the Client to, a breach of any provision of this Agreement by the Vendor shall not operate or be construed as a waiver of, consent to, or excuse of any other or subsequent breach by the Vendor. This Agreement may be amended or modified only by mutual agreement of authorized representatives of the Parties in writing.
3. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties relating to the subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by the Vendor for the Client.
4. **Force Majeure:** If either of the Parties suffer delay in due execution of their contractual obligations due to the operation of one or more of the force majeure events such as but not limited to, acts of God, war, flood, earthquakes, strikes, lockouts, fire, epidemics, riot, civil commotions etc. the agreed services and that of respective obligations shall be extended by a period of the time equal to the period of the delay occasioned by such events. On the occurrence and cessation of any such events, the Party affected thereby shall give notice in writing to the other Party. Such notices are to be given within fifteen (15) days of occurrence or cessation of the event concerned. If the force majeure conditions continue beyond thirty (30) days the Parties shall mutually decide about the future course of action.
5. **Indemnification:** The Vendor shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the Vendor’s rights, claims or obligations under this Agreement except with the prior written consent of the Client.The Vendor shall at all times indemnify the Client, its shareholders, directors, or agents in respect of any loss, damage, cost or expense suffered or incurred by the Client as a result of usage of services.

IN WITNESS WHEREOF the parties hereto have set their respective hands, Seal on the day, month and year first hereinabove written.

Signed by or on behalf of the Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witnesses (Signature, Name & Address):1)

2)

Signed by or on behalf of the Vendor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Witnesses (Signature, Name & Address):1)

2)