

GTC – LOW VALUE DOMESTIC SERVICES

1. Definitions

Defined terms used herein or anywhere else in this SO, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

“**Basic Price**” means the amount payable by Employer to Contractor for performance of Services, including labour and other statutory charges, gratuity amounts, cost of materials, consumables, tools and tackles, construction equipment, freight, loading and unloading charges, insurance charges, margin, overheads, applicable Taxes (except GST and BOCW Cess) and all other costs associated with the performance of Services, unless otherwise specified in STC.

“**BOCW Cess**” means the cess payable under the Building and Other Construction Workers Welfare Cess Act, 1996.

“**BOQ**” means the items forming part of Services and the corresponding rates applicable to such items, as set out in the Price Schedule.

“**Completion**” means the completion of Services as per Specifications and in accordance with this SO.

“**Completion Schedule**” means the schedule for Completion as set out in STC.

“**Contractor**” means the successful bidder who is awarded this SO by Employer.

“**Defect**” means any defect arising from or deficiency in Services on account of non-conformance of Services with Specifications.

“**Defect Liability Period**” means the period set out in STC, during which Contractor shall remain liable for all repairs or replacement of any Defects at its own cost and expense.

“**Drawings and Documents**” means all drawings, designs, models, manuals, documents, plans and certificates in respect of Services, furnished by Employer or Contractor and approved by Employer in writing.

“**Effective Date**” means the date of issuance of this SO by Employer to Contractor, unless otherwise specified in STC.

“**Employer**” means the company issuing this SO, including its legal successors and assigns.

“**Final Invoice**” means the invoice raised by Contractor on Completion of Services in respect of all outstanding amounts.

“**Force Majeure**” means the occurrence of any event which is: (i) beyond the reasonable control of the affected Party; (ii) unavoidable, notwithstanding reasonable care by the affected Party; and (iii) not a result of the affected Party’s negligence or failure to perform its obligations, and which has a direct, material and adverse effect upon the affected Party’s ability to perform its obligations under this SO, and such events shall mean acts of God, earthquake, volcanic activity, fire, flood or other natural disasters, war, invasions, riots, terrorism, civil disturbances or embargos.

“**Free Issue Material**” means the material supplied free of charge by Employer to Contractor in accordance with Clause 12 and as per the list specified in STC.

“**Good Industry Practice**” means standards, methods, techniques and procedures that are employed by leading, reasonable and prudent services providers.

“**GST**” means the applicable goods and services tax payable in terms of applicable law of India for the time being in effect, as applicable to performance of Services under this SO.

“**Manning Schedule**” means the schedule providing for the: (i) number of personnel of each category to be deployed for performing a particular Service; and (ii) location and

estimated time for performing such Service, as may be mutually agreed upon by Parties and attached to or set out in the SO.

“**Party**” means Employer or Contractor, as applicable.

“**Performance Guarantee**” means the guaranteed standards and parameters, including the key performance indicators (KPIs) or service level agreements (SLAs), for performance of Services as set out in Specifications, which are required to be maintained by Contractor.

“**Price Schedule**” means the schedule annexed to the SO, setting out the price payable in respect of Services.

“**Running Account Bill**” means the periodic bills raised by Contractor based on progress of Services, but shall not include the Final Invoice.

“**STC**” means special terms and conditions applicable for this SO and as set out therein.

“**Services**” mean the services to be performed by Contractor as per Specifications and scope of work under this SO, as specified in STC.

“**Site**” means any location or premises of Employer, at which Services (or any portion thereof) are to be performed, as specified in STC.

“**SO**” means the service order issued by Employer, together with any schedule, annexure or attachment thereto, including Specifications and Drawings and Documents, along with amendments to any of the foregoing.

“**SO Price**” means the total of Basic Price and applicable GST, payable to Contractor for performance of its obligations under this SO, as specified in STC.

“**Specifications**” mean all technical documents, specifications, guidelines, Drawings and Documents, performance indicators, latest international and Indian codes and standards and other parameters applicable to Services and any specific requirements that are attached to or set out in the SO.

“**Taxes**” mean and include taxes, duties, levies, cess, royalty, GST and similar imposts, whether in the nature of indirect tax or direct tax and whether or not imposed at the state, municipal or any other level.

“**Term**” has the meaning assigned to the term in Clause 2.

2. Term

This SO shall be in full force and effect from the Effective Date and shall continue to be in subsistence until all obligations under this SO have been fulfilled by Parties, unless terminated earlier in accordance with Clause 25 (“**Term**”).

3. Price, Terms and Mode of Payment

3.1. [For Basic Price on lump-sum basis]

Basic Price shall be as specified in the Price Schedule. Unless otherwise provided for in STC or agreed otherwise by Employer, Basic Price shall remain firm and shall not be subject to any escalations whatsoever during the Term, including any extensions thereto.

OR

[For Basic Price on BOQ basis]

Basic Price payable to Contractor shall be calculated on the basis of estimated portions of Services proposed to be carried out at the rates quoted by Contractor in the BOQ, as set out in the Price Schedule. Contractor agrees that the actual amount payable by Employer to Contractor may differ from Basic Price, based on Services performed and as certified by Employer. If the variation results in an increase in the estimated value of Basic Price, Parties shall mutually agree upon revised estimates of Services to be availed under the

BOQ and effect necessary amendments to this SO. Parties agree that unit rates quoted and accepted as per BOQ shall remain firm till Completion and shall not be revised under any circumstances till Completion, except as provided in STC or agreed otherwise by Employer.

- 3.2.** SO Price shall be paid by wire transfer as per terms specified in STC and subject to deductions and/or withholdings required under applicable laws. Contractor shall raise Running Account Bills and/or the Final Invoice for claiming payment of the SO Price, in electronic format as may be prescribed under applicable law and specified in STC. Contractor shall ensure that all such invoices raised hereunder are correct and complete. Invoices issued in other manner shall be deemed to be invalid and shall not be eligible for any payments. Contractor shall also submit to Employer a no-claim certificate along with the Final Invoice, in accordance with STC. Any payment made by Employer shall not be deemed to constitute acceptance by Employer of Services or any part(s) thereof. No idling charges, down-time charges or other analogous charges shall be payable to Contractor for any reason whatsoever.

4. Taxes

- 4.1.** Applicable Taxes on Services shall be specified in STC. Employer shall pay the applicable GST to Contractor at actuals, as per rates specified in the Price Schedule. Contractor shall: (i) deposit applicable GST; (ii) file returns and such other analogous statutory filings in respect thereto with the relevant government authorities, in accordance with applicable laws; and (iii) submit to Employer all relevant documentation evidencing such compliance and deposit of GST within three (3) days of filings and/or deposit. Employer shall be entitled to withhold payments due to Contractor under this SO, to the extent GST amounts are not deposited by Contractor with the government authorities, along with any interest, fine and/or penalty that may be levied under applicable laws, if Contractor fails to comply with this Clause 4.
- 4.2.** Contractor shall comply with all requirements stipulated under applicable laws in respect of deposit of Taxes. Any expenses suffered by Employer on account of Contractor's non-compliance with such applicable laws shall be to Contractor's account. Any new Tax or variation in rate of applicable GST on Services after the Effective Date and up to scheduled Completion shall be to Employer's account. Any increase in rate of applicable GST or imposition of new Taxes during the period wherein Completion is delayed, for reasons not attributable to Employer, shall be to Contractor's account.

5. Location for Performing Services; Mobilisation

Depending upon nature of Services and requirements of Employer, Contractor shall be required to perform Services from its premises, at Site or any other location as may be specified in STC. In addition to rendering Services from its premises, Contractor agrees to provide, from time to time, as may be required, sufficient personnel and other resources at Site, including any other premises as directed by Employer where any part of Services is required to be performed, in accordance with Clause 8. Contractor shall be responsible for mobilizing all necessary trained personnel, equipment and other resources in order to complete Services as per the Completion Schedule. Unless otherwise specified in STC, Basic Price shall be inclusive of charges for mobilisation or demobilisation and Contractor shall not be entitled to any additional payment on account thereof.

6. Utilities and Facilities at Site

- 6.1.** Parties agree that, unless otherwise specified in STC: (i) Contractor shall, at its cost, be responsible for construction and maintenance of office and storage facilities at Site; and (ii) Employer shall be responsible for arrangement of water, electricity and other utilities for performing Services at Site.

- 6.2.** Contractor shall use energy efficient equipment, tools and machineries for performing Services and related activities and shall perform Services in a manner which would optimise energy consumption by Contractor.

7. Drawings and Documents

Unless otherwise required by Employer, Contractor shall submit copies of Drawings and Documents to Employer for approval. Notwithstanding any consent or approval of Employer, Contractor shall be responsible for any discrepancies, errors or omissions in the Drawings and Documents and other particulars supplied by Contractor.

8. Personnel

- 8.1.** Unless otherwise required by Employer, Contractor shall deploy such number and category of personnel as may be required for performance of Services in accordance with Manning Schedule. Notwithstanding the Manning Schedule, Employer reserves the right to issue instructions to Contractor to revise the number of personnel deployed for performance of any Service. If Contractor fails to or delays deployment of personnel in accordance with Manning Schedule or Employer's instructions, Employer shall have the right to deploy personnel at Contractor's cost.
- 8.2.** Contractor shall be solely responsible for all personnel engaged for the performance of Services, without any recourse to Employer. The personnel shall possess suitable competence, ability, skill, expertise, training and qualifications as is required for the performance of Contractor's obligations under this SO. Parties agree that Employer shall have no responsibility whatsoever for Contractor's personnel, subcontractors, vehicles and equipment, which may be engaged for the performance of Services under this SO. Employer reserves the right to require Contractor to cause removal or replacement of any personnel indulging in misconduct or acting in a manner which is non-compliant with this SO or prejudicial to health, safety, environment or the protection of the project.
- 8.3.** Contractor shall require its subcontractors and personnel engaged in performance of Services to comply with this SO and relevant labour laws, including laws relating to employment, provident fund, minimum wages, prohibition of child labour, health, safety, welfare and immigration. Contractor shall, and ensure its subcontractors and personnel engaged in performance of Services shall, comply with human resources and industrial relations requirements, as provided by the Employer. Contractor shall undertake background verification and screening for criminal records in respect of all personnel engaged for performance of Services.
- 8.4.** Contractor shall be liable and responsible for all payments to its personnel, including salaries, wages, Taxes, allowances and other benefits in accordance with applicable laws. Contractor shall, at its own cost, make arrangements for the engagement of all personnel, local or otherwise, including their boarding, lodging and transport.
- 9. Scope of Services and Work Program**
- 9.1.** Services to be performed by Contractor shall be as specified in STC. Contractor shall perform Services in accordance with Specifications and shall not perform any extra and/or additional work that is not a part of Services till such additional work is included within the scope of Services by way of an amendment to this SO.
- 9.2.** Unless otherwise specified by Employer, Contractor shall, within fifteen (15) days from the date of release of this SO, submit to Employer a detailed programme of performance of Services by Contractor, presenting the sequence in which Contractor proposes to schedule, program and perform all obligations under this SO. The program so submitted by Contractor shall be in accordance with the Completion Schedule. Contractor shall monitor progress of all activities

specified in the programme referred to herein and submit a progress report to Employer on daily, weekly or monthly basis, as required by Employer.

10. Quality Assurance and Performance Guarantees

10.1. Contractor shall perform Services strictly in accordance with Drawings and Documents, Specifications, Good Industry Practice and all terms and conditions specified in this SO, as may be relevant. Contractor shall also strictly follow all quality assurance or quality control plans and procedures as approved by Employer for Services. Contractor shall, if applicable, ensure compliance of Services with Performance Guarantees, as may be specified in the SO, and shall maintain such Performance Guarantees at all times during the Term.

10.2. Non-compliance of this Clause shall lead to non-acceptance of Services and render Contractor responsible for payment of any costs or damages that Employer may impose upon Contractor for the same.

11. Insurance

Unless otherwise specified in STC, Contractor shall procure at its cost, all insurances required to be obtained by Contractor in terms of applicable law, including workmen's compensation, employees' state insurance, public liability insurance, transit insurance and insurance for all its employees, equipment, vehicles, and other assets engaged in the performance of Services. The Employer's lenders (where required by Employer) shall be designated as 'loss payees' in insurances obtained by the Contractor under this SO.

12. Free Issue Material

12.1. Employer may supply Free Issue Materials to Contractor, as set out in STC, from its stores. Contractor shall take possession of such Free Issue Materials and transport the same from Employer's stores to Site. Upon taking possession of Free Issue Materials, Contractor shall be responsible for safe custody and transport of such Free Issue Materials and maintenance of accounts in respect of Free Issue Materials.

12.2. Contractor shall submit a consumption statement for Free Issue Material along with each Running Account Bill and/or Final Invoice raised, as the case may be, in a format as may be specified by Employer, which shall tally with the balance Free Issue Material and scrap available with Contractor. Employer reserves the right to withhold payment in case the reconciliation statement is not submitted to the satisfaction of Employer. On Completion, surplus Free Issue Material shall be returned by Contractor to Employer's stores, at the risk and cost of Contractor.

12.3. Other than the limits for permissible wastage as prescribed by Employer, including returnable scrap (if any) for specified Free Issue Materials, no wastage shall be allowed for Free Issue Materials. Employer shall have the right to recover the landed cost (*i.e.* cost plus freight and Taxes) incurred by Employer in respect of any Free Issue Material consumed in excess of the theoretical consumption (including permissible wastage and returnable scrap generated therefrom), from the amounts due and payable to Contractor.

13. Compliance with Applicable Law and Site Regulations

13.1. Contractor shall and shall ensure that its subcontractors and their respective personnel abide by applicable laws relating to performance of Services, including environmental laws and laws pertaining to health and safety. Contractor shall take necessary care that all Services are performed with minimum possible impact on the environment (including avoidance of non-biodegradable materials) and local community, in respect of land and occupants affected by or adjacent to Site or such other location where Services are being performed. Contractor shall, as a part of performing its obligations under this SO, ensure responsible business management pertaining to environmental, social and governance related matters and

shall further comply with policies, codes and guidelines, as may be notified by Employer to Contractor in this regard and as per applicable laws.

13.2. Contractor shall comply with the specific rules and regulations (including safety regulations) to be observed during performance of Services and while Contractor is at Site, as provided by Employer. Contractor shall ensure that its agents, labourers and personnel also comply with the said rules and regulations, which shall include rules in respect of security, safety of the property, facilities, assets and people at Site, gate control, sanitation, medical care and fire prevention.

13.3. Contractor shall strictly comply with standard safety norms, rules and regulations prevalent in the industry and 'code of conduct' published on Employer's website while performing its obligations under the SO. Contractor shall be responsible for any damage or injury to persons or property of Employer or third parties caused due to acts or omissions of Contractor while performing Services under this SO.

14. Permits and Licenses

Contractor shall obtain and maintain all necessary authorisations and clearances, including all visa, work permits and other immigration requirements, which may be required to be obtained and maintained under applicable laws. Contractor shall maintain all records and registers as per the provisions of applicable labour laws and shall be solely liable for any consequences arising out of non-compliance with applicable laws by itself or by its subcontractors, agents or personnel. Any incidental expenses for complying with applicable laws shall be borne by Contractor.

15. Logistics and Transportation

15.1. If Contractor, as a part of Services, is responsible for the transportation of any consignment, it shall arrange for the type and number of vehicles for such consignment in accordance with the consignment note issued by the transporter, Specifications and other requirements of Employer. All vehicles deployed shall be roadworthy and in accordance with the quality requirements prescribed by Employer. Contractor shall, in the course of transporting consignments, be responsible for its safe custody and care, and shall provide Employer with periodic updates and reports on the status of such consignments. Unless otherwise specified in STC: (i) transhipment of consignments shall not be permissible; and (ii) detention, demurrage, storage and any other analogous charges shall not be payable to Contractor. All routes to be utilised for transportation of consignments shall be mutually agreed upon by Parties.

15.2. If required by Employer, Contractor shall also be responsible for port and customs clearance, handling, loading, unloading and storage of the consignment being transported, in accordance with the terms of this SO. If applicable, Contractor shall also be responsible for generation of e-way bill in accordance with the provisions of Central Goods and Services Act, 2017 ("**CGST Act**") and Central Goods and Services Tax Rules, 2017 ("**CGST Rules**"), as well as for any extension, amendment and cancellation thereof. Employer shall provide the required details to Contractor in this regard, upon request. Contractor shall ensure that correct, valid and complete documentation, required as per applicable law for clearance, transit and safe and proper carrying of consignments, including copies of e-way bill, bill of lading, bill of entry and lorry receipt (as applicable), is obtained and available with Contractor at all times. Any fine levied upon Employer due to Contractor's failure to carry such documentation or non-compliance with CGST Act, CGST Rules or the terms of this SO, shall be recovered from Contractor at actuals.

16. Inspection and Acceptance of Services

16.1. Employer shall be entitled to inspect, audit and review at all times the performance of Services at any and all places where

such Services are to be, or are being, performed. Employer reserves the right to appoint a third party inspector or its own representative for inspection of Services. Contractor shall provide all assistance to Employer in inspection of Services, including but not limited to furnishing inspection reports and test certificates to Employer, as may be applicable.

16.2. Employer reserves the right to reject Services, in part or in full, that are non-compliant with Specifications and terms of this SO, and shall inform Contractor of Employer's determination in writing. Employer shall have the right to adjust the SO Price in proportion to Services rejected. No claim by Contractor in respect of such rejection shall be entertained. Contractor shall rectify any Defects or deficiencies, at its own cost and risk, within a timeframe advised by Employer.

17. Title and Risk

Unless otherwise specified in STC, title and proprietary interest in the works created pursuant to performance of Services, including any Drawings and Documents, shall become the property of Employer, on the earlier of: (i) Completion; or (ii) payment of SO Price by Employer. The risk and care of works during the performance of Services shall be with Contractor from Effective Date and shall pass to Employer upon Completion.

18. Deficiency in Services and Defect Liability

Contractor shall be liable and shall keep Employer indemnified for any deficiencies, error or omissions in Services performed by it, whether or not Employer has approved the same. Any: (i) deficiencies, errors, omissions or inadequacies found in such Services during the Term; and/or (ii) Defect found in works or items created, while performing Services during Defect Liability Period (if applicable), shall be promptly repaired, re-performed or otherwise made good at Contractor's cost.

19. Contractor's Liability for Failure to Perform

In case Contractor fails to perform Services in accordance with Specifications and Completion Schedule, including its obligations under Clause 18 or the SO is terminated in accordance with Clause 25, then without prejudice to any other rights that Employer may have under applicable law or this SO, Employer shall have the right to complete Services by itself or appoint another contractor to perform or complete Services, at Contractor's cost and expense.

20. Representations, Warranties and Covenants

Contractor represents, warrants and covenants with Employer that: (i) it has full power and authority to execute and deliver this SO; (ii) the execution, delivery and performance of this SO by Contractor does not and shall not conflict with or result in breach of any applicable laws; (iii) Services performed hereunder shall be executed in a timely manner with due care and diligence, and shall be fit for the purposes and uses intended in accordance with Specifications, Good Industry Practice and this SO; (iv) it has requisite skill, knowledge, expertise, experience, personnel, financial and technical capability and adequate infrastructure to successfully perform all Services in accordance with this SO; and (v) it is fully aware of and shall comply with all applicable laws which must be complied with during the performance of Services.

21. Intellectual Property Rights

Contractor represents and warrants that the performance of Services do not, and shall not, infringe any patent, utility model, design, trademark, copyright or other intellectual property right of any third party. The title and license to all designs, Drawings and Documents, inventions and discoveries made by Contractor while performing its obligations under this SO and other project related developments, shall be vested in Employer, and Employer shall be entitled to copy or reproduce Contractor's Drawings and Documents and other information furnished by Contractor in this regard for the

purpose of which they are intended, without requiring Contractor's permission.

22. Indemnity

Contractor shall defend, indemnify and hold harmless Employer, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, losses, damages, costs and expenses of whatsoever nature, which Employer may suffer, as a result of: (i) any infringement or alleged infringement of intellectual property rights of a third party; (ii) any fraud, gross negligence, wilful misconduct or illegal acts or omissions of Contractor; (iii) non-compliance with applicable laws by Contractor; or (iv) injury to or death of any person or damage to or loss of property of any parties caused by any act or omission of Contractor or Contractor's personnel.

23. Limitation of Liability

The aggregate liability of either Party under this SO shall not exceed SO Price, provided that the limitation shall not apply to: (i) any obligation of Contractor to rectify Defects or deficiencies in or arising from Services; or (ii) any liability pursuant to Contractor's obligations set out in Clauses 21, 22 and 28.

24. Force Majeure

Each Party shall be excused from performance of their obligations under this SO and shall not be considered in default with respect to any obligation hereunder, if and to the extent that a failure of, or delay in performance is due to an event of Force Majeure, provided that the affected Party shall give notice of such event of Force Majeure to the other Party as a precondition to claiming relief for Force Majeure, as soon as reasonably practicable, but not later than seven (7) days after the date on which it knew or should reasonably have known of commencement of the event of Force Majeure. To the extent not prevented by an event of Force Majeure, the affected Party shall: (i) continue to perform its obligations under this SO; and (ii) use reasonable efforts to mitigate the effect of any event of Force Majeure.

25. Termination

25.1. Employer reserves the right to terminate this SO either in part or full, by giving seven (7) days' written notice to Contractor: (i) for convenience; (ii) in the event any proceeding is instituted against Contractor seeking to adjudicate Contractor as bankrupt or insolvent, and such proceeding has not been withdrawn or dismissed within ten (10) days of such institution; or (iii) in case of breach by Contractor of its obligations under this SO. No claim shall lie against Employer towards any losses suffered by Contractor in this regard.

25.2. Upon such termination, Contractor shall: (i) cease all further work, except as may be specified by Employer; (ii) settle all outstanding payments in relation to this SO to any third parties; (iii) terminate its engagement of personnel in relation to this SO; and (iv) remove from Site any wreckage, rubbish and debris of any kind and leave the whole Site in a clean and safe condition, including performing any obligation pertaining to handover as may be required pursuant to Clause 25.3. Employer shall pay to Contractor only the amounts due and payable for Services properly completed as on the date of termination, and any determination made by Employer in respect of completed Services shall be final and binding on Contractor. Any terms that by their nature survive termination of this SO shall remain in effect until fulfilled, and apply to successors and assigns of Parties.

25.3. In the event Services are of a continuing nature, Employer may require Contractor to, prior to expiry of Term or upon a notice of termination (as the case may be), provide necessary and appropriate assistance so as to allow Services to continue without interruption and to facilitate the handover and transition of Services from Contractor to Employer or any

other third party contractor designated by Employer, in a manner and within such time period as may be prescribed by Employer.

26. Governing Law and Dispute Resolution

This SO shall be governed by laws of India and courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in all matters relating to this SO for the purpose of dispute resolution and for enforcement of any action and proceedings arising out of this SO.

27. Amendment

27.1. Employer reserves the right to modify terms of this SO at any point of time, by written notice to Contractor, and Contractor shall incorporate such modifications in the course of performing its obligations.

27.2. If: (i) any such change pursuant to Clause 27.1 results in an impact on SO Price or Completion Schedule; or (ii) Contractor requires any addition, variation or change in scope of Services, Contractor shall provide notice to Employer, and Parties shall mutually agree upon the terms and conditions for the performance and execution of the change in scope of Services, which may include an equitable adjustment to SO Price and Completion Schedule, and such variation shall be effective upon a written amendment to this SO.

28. Confidentiality

All information including, without limitation, any oral and written information disclosed by Employer to Contractor or any other person/entity acting for and on behalf of Contractor, shall be deemed to be confidential and proprietary to Employer. Contractor shall not disclose or use any information supplied hereunder for a purpose other than for performance of its obligations under this SO, unless otherwise specified, and further undertakes to not reverse engineer any information furnished by Employer. Contractor shall keep the confidential information securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means). Contractor shall, as soon as practicable and upon request by Employer, return to Employer or irretrievably destroy all original documents and copies thereof which contain confidential information as set out in Employer's request. The Contractor shall abide by applicable laws prohibiting insider trading and shall not use any confidential information for the purposes of trading in the securities market.

29. Cooperation

Contractor shall cooperate and work in good faith with other third party contractors that may be appointed by Employer, including by providing necessary information and support, as necessary, to ensure seamless conduct of their respective services and scope of work.

30. Set-off and Adjustment

30.1. Contractor agrees that Employer shall have a right to set-off or adjust payments due and payable to Contractor under this SO against any payments due and receivable from Contractor. In case the amounts due to Employer from Contractor are more than the amounts that could be adjusted or set-off from payments due to Contractor, Employer shall have the right to raise a credit note on Contractor to recover such due and outstanding amounts.

30.2. It is agreed between Parties that all payments by Contractor in respect of any payment obligations of Contractor in terms of this SO shall be made without any deductions or set-off. If Contractor is prevented by applicable law or otherwise from making or causing to be made such payments without deduction, Contractor shall gross-up such payments by such amounts as may be necessary for Employer to receive the full payments it would be entitled to receive, had such payments been made without such deduction.

31. Anti-bribery and anti-corruption

Contractor covenants that neither Contractor nor any of its affiliates, sub-contractors or representatives have offered or given, nor shall they offer or give, any bribe, commission or gift to a representative of Employer or its affiliates in relation to the obtaining or execution of this SO. Contractor shall be liable for all losses suffered by Employer on account of Contractor's breach of this Clause, and Employer may recover such losses by deduction, set-off or recovery from amounts otherwise due to Contractor.

32. Assignment and Subcontracting

32.1. Employer shall be entitled to assign the whole or any part of the SO, or any interest or benefit herein, without the consent of Contractor. Contractor shall not be entitled to assign or subcontract any part of this SO or any benefit or interest thereunder without obtaining Employer's prior written consent.

32.2. Contractor shall be responsible for acts, omissions and defaults of any subcontractor as fully as if they were the acts, omissions or defaults of Contractor and any assignment or subcontracting shall not relieve Contractor of any of its responsibilities under this SO or at law.

33. Independent Contractor

Parties acknowledge and accept that Contractor shall act and perform its obligations under this SO as an independent contractor and that Contractor shall not be regarded as an employee, agent or partner of Employer. Contractor shall not have any power or authority to enter into any contract, agreement or arrangement for or on behalf of Employer.

34. Non-Solicitation

Contractor shall not, during the Term and for a period of one (1) year thereafter, directly or indirectly offer employment to or employ/hire the employees of Employer.

35. Waiver

Any waiver of a Party's rights, powers or remedies under this SO shall be in writing, dated and signed by such Party or its authorized representative granting such waiver. A Party granting such waiver shall specify the right and the extent to which such right is being waived.