

<p>CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED #1877, 31st cross, 10th main,,KARNATAKA 560070 BANGALORE (Hereinafter referred to as "Vendor")</p>		<p>PURCHASE ORDER</p> <p>PO NO 6100208233 PO Date 12-Jun-18 Version #/ Date 00000000 / 12.06.2018 PO Currency INR Purch.Org DMPO PO Validity 12-Jun-18 to 09-Dec-18</p>																													
<p>Bill to Address</p> <p>HCL INFOSYSTEMS LTD C/O M/s. Agility logistics Pvt. Ltd 8-122,Devarajmal road,Kompally Shameerpet Mandal,Rangareddy 500014 SECUNDERABAD,TELANGANA INDIA</p> <p>GSTIN: 36AAACH2420C1ZC PAN : AAACH2420C CST: 36580151495 TIN/TRN : 36580151495 ECC : (Hereinafter referred to as "HCL")</p>		<p>Ship to Address</p> <p>HCL INFOSYSTEMS LTD C/O M/s. Agility logistics Pvt. Ltd 8-122,Devarajmal road,Kompally Shameerpet Mandal,Rangareddy 500014 SECUNDERABAD,TELANGANA INDIA</p> <p>GSTIN: 36AAACH2420C1ZC PAN : AAACH2420C CST : 36580151495 TIN/TRN : 36580151495 (Hereinafter referred to as "HCL")</p>																													
<p>Vendor Details</p> <p>Vendor Code: 111692 GST_STATUS Registered GSTIN 29AAGCC1283L1ZC TIN/VAT/TRN: PAN : AAGCC1283L LST/CST: / ECC :</p>		<p>Your Contact</p> <p>Khushal Singh Tele: 9650775552 Fax: khushal.bhandari@hcl.com</p>																													
<p>Dear Sir/Madam, Please supply the following material/service as per spec mentioned below</p>		<table border="1"> <thead> <tr> <th>Item</th><th>Item Code</th><th>Description</th><th>Qty</th><th>Unit</th><th>Unit Price</th><th>Total Price</th></tr> </thead> <tbody> <tr> <td>10</td><td>SVR770285</td><td> <p>CISCO C220M4S InteXeon E5-2620 2 x 16 G [HSN: 84715000]</p> <p>CISCO C220M4S InteXeon E5-2620 2 x 16 GB DDR Memory HDD: 3 x 1.2 TB SAS 10Base T X 2 1Gb Base T x 2 Warranty 3 Years</p> <p>Integrated GST 18.00% (Recoverable) Manufacturer Part : C220M4S Warranty Terms : 3 Year from iv date Delivery Date : 24.07.2018 Mode of Shipment: Road</p> </td><td>2</td><td>EA</td><td>158,000.00</td><td>316,000.00</td></tr> <tr> <td colspan="3"></td><td></td><td></td><td>Integrated GST 56,880.00</td><td>56,880.00</td></tr> <tr> <td colspan="3"></td><td></td><td></td><td>Net Value :</td><td>372,880.00</td></tr> </tbody> </table>		Item	Item Code	Description	Qty	Unit	Unit Price	Total Price	10	SVR770285	<p>CISCO C220M4S InteXeon E5-2620 2 x 16 G [HSN: 84715000]</p> <p>CISCO C220M4S InteXeon E5-2620 2 x 16 GB DDR Memory HDD: 3 x 1.2 TB SAS 10Base T X 2 1Gb Base T x 2 Warranty 3 Years</p> <p>Integrated GST 18.00% (Recoverable) Manufacturer Part : C220M4S Warranty Terms : 3 Year from iv date Delivery Date : 24.07.2018 Mode of Shipment: Road</p>	2	EA	158,000.00	316,000.00						Integrated GST 56,880.00	56,880.00						Net Value :	372,880.00
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<p>Total PO Value (in words): Three Lakh Seventy Two Thousand Eight Hundred Eighty Rupees Only</p>																															
<p>Other Details: OEM - Cisco End Customer- Asian Institute of Gastroenterology</p>																															
<p style="text-align: right;">HCL INFOSYSTEMS LTD.</p>																															
<p>Online Approved By : Ramnath Mallick</p>		<p>Date / Time : 12.06.2018/15:29:55</p>																													
<p>Authorized Signatory</p>																															

PO NO : 6100208233
 Date : 12-Jun-18
 Ver/Dt : 00000000 / 12.06.2018

Item	Item Code	Description	Qty	Unit	Unit Price	Total Price
Payment Terms :		Due on 60 Days from Invoice Date				
Inco Terms:		CIF AS PER PO TERMS				
GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER						
1.	GST Related Instructions for Indian Vendors: All vendors situated in India are required to follow instruction given below with effect from 1st July 2017 or GST effective date as per Government of India, whichever is later.					
a.	Please refer https://hclinfosystems.in/gst-registration to get the GSTIN of various states of HCL Infosystems Ltd. and its Subsidiaries.					
b.	In case due to change in applicable law (eg. GST), the Vendor derives benefits due to decrease in taxes or increase credits of taxes paid in the supply chain, covered by this agreement between the parties, the benefits of such lower taxes will be passed on to HCL and the prices will automatically reduce to the extent, the tax reduction from the date of such change. Further, in case any input tax credit, refund or other benefits is denied or delayed to HCL due to non-compliance by the Vendor (such as failure to upload the details of the sale on GSTN portal) or due to non-furnishing of correct or complete documents by the Vendor, the Vendor shall reimburse to HCL, the loss incurred including but not limited to tax loss, interest and penalty. On such cases of non-compliance by the Vendor, HCL shall have the right to hold the payment until the issue is completely resolved and reported to HCL with documentary evidence.					
c.	In case Vendor undergoes a change in status of its registration under GST Rules, Vendor must promptly notify HCL within a week of such change, failing which HCL shall be entitled to set off its losses arising out of any non-compliance attributed to GST registration status of Vendor in HCL systems against amount payable to Vendor.					
d.	Following information must be mentioned in each invoice submitted to HCL <ul style="list-style-type: none"> - Complete 16 digit Invoice No. with date - Name, Address & GSTIN of the Vendor & HCL. - Registration status of Vendor under GST (Not Registered / Registered/ Registered under Composition Scheme). - PAN No. of Vendor - Description of goods with HSN codes of goods - Description of services with SAC codes of services - Serial Number, Part Number, Model Number, quantity & unit of items - Taxable value of goods or services taking into account discount or abatement - Tax rates (CGST, SGST or IGST) with Tax amount charged in respect of taxable goods or services. Nil tax to be charged by vendors registered under Composition Scheme and unregistered vendors. - Place of supply along with the name of state, in case of a supply in the course of interstate trade or commerce - Place of delivery along with the name of state, same is different from place of supply. - Whether Tax is payable on reverse charge basis - Signature or digital signature of the supplier of the supplier or his authorized representative. 					
2.	This is system generated Purchase Order (herein after called "PO") and does not require any signature. This PO will be valid for six (6) months from the date of issuance or till the contract period mentioned in the PO.					
3.	GENERAL: Vendor has to sign, date and stamp, copy of the PO as a token of his acceptance in entirety and returns the same to HCL within four (4) days else the same will be deemed to have been accepted and will become legal binding on either party. By accepting this PO and/or performing hereunder, Vendor agrees to comply fully with the terms and conditions of purchase set forth in this document. Acceptance of this PO is expressly limited to the terms and conditions of this PO and none of the Vendors terms and conditions shall apply in acknowledging this PO or in the acceptance of this PO. Acceptance by HCL of the goods or services delivered under this PO shall not constitute agreement to Vendor's terms or conditions. Vendor may not deliver under reservation.					
4.	PRICE: This is a firm price order. Unless otherwise specified in writing by HCL, price mentioned in this PO is firm and no price variation on any account will be allowed. Price is subject to delivery of goods and services to the satisfaction of HCL, submission of correct invoices and due fulfillment of all obligations by Vendor under the terms of the order, HCL shall pay for the services as per milestones & pricing contained in the payment terms. This contract price represents consideration for all services including any Ancillary or Incidental services required to be performed by Vendor to achieve the main services. Unless otherwise specified the prices to include all kind of taxes, duties, transit insurance, insurance coverage for storage, testing and commissioning if any, etc.					
5.	TIME OF DELIVERY: Time and quality of delivery is of the essence of this order. If the delivery date shown above cannot be met, the Vendor shall inform HCL immediately. In such an event, HCL may at its sole discretion terminate the PO or ask for damages or grant an extension in delivery date. Such notification shall not, however, constitute a change to the delivery terms of this order except as the order may be modified in writing by HCL. Back orders or partial deliveries are not acceptable without prior written HCL approval.					

HCL INFOSYSTEMS LTD.

Online Approved By : Ramnath Mallick Date / Time : 12.06.2018/15:29:55

Authorized Signatory

Registered Office Address: 806, Siddharth, 96, Nehru Place New Delhi - 110019

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6. MATERIAL DELIVERIES: Vendor shall be responsible for appropriate packaging as per industry prevalent practice, loading, and tie-down to prevent damage during transportation. HCL's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. The description of goods or services in the invoice and other shipping documents shall be identical to the description contained in the PO. All deliveries destined to any road permit/ E-way bill locations shall be mandatorily accompanied with entry road permit duly filled in failing which the entire risk will be to Vendor's account and all interests and penalties levied by government authorities and borne by HCL to seek delivery shall be reimbursed by Vendor to HCL. Road permit/ Way bill need to be obtained by vendor post GST effective date. No substitution of materials or accessories may be made without written permission from HCL. All Products supplied by vendor against this PO shall be ROHS compliant. HCL prefers the usage of ECO friendly (Recyclable/ Reusable) Packaging for the products supplied to HCL. All retail packages should specify MRP prices. In case of jumbo Box containing individual retail packs both set of materials should specify MRP prices as per standard of Weights & Measures Act.

7. INVOICING INSTRUCTIONS: Vendor must bill and ship the material/ services from the location mentioned in PO. Foreign vendors must furnish to HCL, all the necessary documents (including but not confined to 'No PE Certificate' and Original TRC (Tax Residency Certificate) along with Income Tax Form 10F as prescribed by the Indian Tax Authorities) to enable HCL or itself, to avail benefits under the Double Taxation Avoidance Agreement(s) signed between the relevant Governments, failing which the Vendor shall be liable to bear the incidence of any tax liability that HCL may have to face and keep HCL indemnified in this regard.

8. SHIPPING INSTRUCTIONS FOR FOREIGN VENDORS: All the consignments shipped shall be accompanied with Invoices and Carton wise packing list clearly indicating quantity and weight of each box. All short shipped items, if any, shall be delivered to HCL on DDP basis by the supplier. Shipping documents shall indicate our correct address, PO No., LC No., SAP item code, OEM part code & HSN code. Payment is liable to get delayed due to improper/ incorrect shipping documents. Complete set of shipping documents shall be sent on email scan to the officer releasing the PO at least 7 days prior to release of shipment. Vendor must handover the shipment to the freight forwarder only upon receipt of written confirmation from HCL. Immediately after shipment, one complete set of Non-negotiable documents should be couriered to HCL at the address provided by the PO releasing officer. Please mention country of origin for parts shipped on the invoices or provide certificate of country of origin.

9. Vendor must read HCL Code of Conduct at <https://www.hclinfosystems.in/hcl-vendor-code-conduct>. Once vendor delivered Material/ Services against PO then it is assumed that Vendor has read and agreed to comply to HCL code of conduct.

10. MATERIAL INVOICES: All original material invoices need to be delivered at designated HCL warehouse along with material.

11. SERVICE INVOICES: All original services invoices along with required documents as mentioned in PO must be sent to VENDOR HELPDESK at following address :

Vendor Help Desk,
HCL Infosystems Limited,
E - 4,5,6 Sector - XI,
Noida - 201301 U.P. (India)

Email : vendorhelpdesk@hcl.com

Vendor must submit the Service Invoice at vendor helpdesk within five days from the date of invoice creation failing which HCL have right to reject the invoice. Delay in receipt of invoice at vendor helpdesk may cause delay in payments. Credit period for all service related invoices will begin from the date of receipt of the invoices by vendor helpdesk team along with the required documents as per PO. An acknowledgement of receipt of such invoices at vendor helpdesk will be sent by email to vendor. Vendor must consider the invoice as received at HCL only upon receipt of this acknowledgement mail from HCL.

12. INSPECTION: All goods and services furnished hereunder will be subject to inspection and test by HCL at all times and places and will be subject to HCL's final inspection and approval within a reasonable time after delivery. HCL may reject goods and services not in accordance with HCL's instructions, specifications, drawings, data or Vendor's warranty (expressed or implied), or for untimely delivery. HCL may return rejected goods to Vendor at Vendor's expense and HCL shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall HCL incur any liability for payment for rejected goods or services.

13. TITLE, RISK OF LOSS: Title shall pass to HCL upon HCL's receipt of goods at designated delivery destination. Risk of loss of all goods shall remain in Vendor until receipt by HCL at designated delivery destination and acceptance by HCL, unless otherwise specified in this PO.

14. TERMS OF PAYMENT: Invoices shall be dated no earlier than date of shipment or delivery of goods or successful delivery of services and acceptance by HCL. The discount/credit period begins upon receipt of invoice along with required supporting documents including warranty certificate / care pack certificate issued by OEM, required delivery date or date any applicable discrepancy is resolved, which ever date is later. Buyer will pay non-discountable invoices within the time period as mentioned in payment terms of this PO, after receipt of invoice, required delivery date, acceptance, or the date any applicable discrepancy is resolved, whichever date is later. If payment is to be made against letter of credit then, vendor shall bear all bank charges and stamp duties payable against letter of credit. Payment will be made in full subject to tax deduction at source at the statutorily applicable rates. Vendor must submit a Credit note within five days from the date of information

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received from HCL regarding any shortage/ damage/ rejection failing which HCL will retain right to withhold the payment of complete invoice till issue is resolved.

Vendor shall submit necessary documents to enable us to claim CENVAT/ other tax credits as applicable as per law. The contents of this clause shall be firm unless otherwise specified. Vendor may raise any queries related to Payment/ Statement of accounts/ C-forms/ Withholding Tax Certificate to accounts payable-helpdesk1@hcl.com.

15. **WARRANTY:** By accepting this PO, Vendor warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with HCL's specifications, drawings, and data, and that such goods will be fit for the HCL's intended use, and that Vendor will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon HCL's request, Vendor shall furnish HCL with a formal waiver or release of all liens by HCL and/or HCL's suppliers.

16. **MODIFICATION OF PO TERMS AND/OR AMENDMENTS:** The PO may only be modified or amended upon mutual agreement of HCL and Vendor. Additional terms and conditions, which do not conflict with the PO, may be stated within the Supplemental PO and given effect. Changes, modifications, waivers, additions or amendments to the terms and conditions of this PO shall be binding on HCL only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of HCL Procurement Department.

17. The Parties agree that the Vendor's obligation to render services/provide deliverables as set out under this Agreement/PO shall be valid only till the expiry of agreement/PO validity date ("Validity Date") and that HCL shall not be liable to make any payments as may be claimed by the vendor for services/ deliverables provided by the vendor beyond this Validity Date. The Parties agree that in case services/ deliverables are to be delivered beyond the Validity Date then the vendor should get the revised PO/ renewed agreement issued from HCL in its favor within 60 days prior to the Validity Date. The Parties further agree that Vendor shall raise and submit the invoices for the services delivered/ billed to HCL within 60 days from the date of delivery of services, failing which HCL will not be liable to consider the same for payment. The Vendor shall mention the PO number while raising the invoice and shall not deliver any services to HCL without receipt of a valid PO from HCL. The Vendor further agrees to indemnify HCL against any loss that HCL may suffer for not being able to claim tax credit benefit for reasons attributable to the Vendor including Vendor's failure to submit the invoices within aforesaid agreed timeline.

18. **NO QUANTITY GUARANTEES:** HCL makes no express or implied warranties whatsoever that any particular number of POs will be issued or that any particular quantity or amount of goods or services will be procured through the PO.

19. **NON ASSIGNMENT CLAUSE:** This PO shall be entered into and be binding upon the successors of the parties. Vendor may not assign this PO and/or any Supplemental Agreement without the prior written consent of HCL. Any attempt to assign this PO without the written consent of HCL is null and void.

20. **INDEMNIFICATION CLAUSE:** Vendor shall defend, indemnify and hold harmless HCL, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorney's fees, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees in the execution or performance of this PO. The Vendor shall defend, indemnify and hold harmless HCL, its officers, agents and employees, from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied by the Vendor. Vendor agrees to defend against any and all such claims at Vendor's expense, whether or not such claims become the subject of litigation. HCL will provide reasonable assistance in the defense of such claims if so requested by the Vendor.

21. **CONFIDENTIALITY CLAUSE:** Unless otherwise agreed by HCL in writing, Vendor shall keep confidential and not disclose to any third party, any confidential land/or proprietary materials provided by HCL to Vendor in connection with Vendor's performance of this PO or prepared by Vendor specifically for HCL pursuant to this PO, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("Confidential Information"). Vendor shall not make any copies of Confidential Information except as specifically authorized by HCL in writing. At the completion of this PO, or upon HCL's request, Vendor shall promptly return to HCL all Confidential Information not consumed in the performance of this PO, together with any copies in Vendor's possession. Vendor shall use Confidential Information solely for Vendors performance of this PO for HCL, and Vendor shall not, without HCL's written consent, directly or indirectly use Confidential Information or information derived there from in performing services or providing goods for any other customer of Vendor, or any other person or entity.

22. **CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):** If required and so mentioned by HCL in writing, the Vendor, shall within fifteen days of the receipt of PO, will be required to submit contract cum performance bank guarantee in the form of bank guarantee issued by an Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian Vendor and from any reputed International Bank or Indian Scheduled Bank in case of foreign Vendor, may be accepted. However, other than the Nationalized Indian Banks, the banks who's BGs are furnished, must be commercial banks having net worth in excess of Rs.100 Cr. and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on a letterhead. The validity of Contract-cum-Performance Bank Guarantee shall be for 120 days beyond guarantee/warranty period of the goods supplied, for 10% value of PO.

23. **INVALID TERM OR CONDITION:** If any term or condition of this PO shall be held invalid or unenforceable, the remainder of this PO shall not be affected and shall be valid and enforceable.

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24. **ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION:** Vendor and HCL agree to the following (i) a party's failure to require strict performance of any provision of this PO shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes not resolved in the normal course of business, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by HCL; (iii) the place of arbitration shall be Delhi; (iv) the Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings; (v) the arbitration proceedings shall be in the English language; (vi) actions or proceedings arising from this PO shall be heard in a court of competent jurisdiction in Delhi. This PO shall be governed and construed in accordance with the laws of INDIA and will be in the jurisdiction of the courts in Delhi, INDIA.

25. **LIQUIDATED DAMAGES CLAUSE:** The material is to be supplied as per the schedule given in the PO. The Vendor will have to pay to HCL by way of liquidated damages and not as penalty, an amount as mentioned in PO or equal to 1% (one percent) of the PO price of the material so delayed for each week of such delay in delivery to a maximum of 10% (ten percent) of such price. HCL shall retain rights to terminate the PO or grant an extension of delivery date beyond a delay of 3 weeks from the scheduled date of delivery as per PO.

26. **FORCE MAJEURE:** HCL or Vendor may be excused from performance under this PO for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such nonperformance shall not be deemed a default or a ground for termination.

27. **NOTICES:** Notice shall be deemed properly given when delivered, if delivered in person to the designated person, or when sent via facsimile to designated facsimile, overnight courier or electronic mail to the designated electronic mail (providing a written receipt of delivery can be obtained) or after five (5) days when sent by mail, postage prepaid to the address set forth herein above. Disaster declaration notice may be given in oral, provided a signed written confirmation is received at the applicable recovery facility within Twenty four (24) hour thereafter by electronic mail, facsimile. Each party shall notify the other party in writing of any changes to such addresses.

Address: The Company Secretary

HCL Infosystems Ltd.

E-4, Sector 11, Noida, UP - 201 301

E-mail: sushiljain@hcl.com; gunjan.khanna@hcl.com

28. **TERMINATION FOR CAUSE:** Either HCL or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this PO arising here under. The non-defaulting party shall give the defaulting party Thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this PO.

29. **HCL RIGHTS UNDER TERMINATION:** In the event this PO expires or is terminated for any reason, HCL shall retain its rights under the PO issued with respect to all goods or services ordered and accepted prior to the effective termination date, but no new supplementary POs may be issued to the Vendor.

30. **VENDOR RIGHTS UNDER TERMINATION:** In the event this PO expires or is terminated for any reason, a Vendor will receive all amounts due for goods or services ordered and delivered to HCL prior to such termination after adjustment of penalties, liquidation damages or recoveries due from vendor.

31. **TERMINATION FOR CONVENIENCE:** HCL may terminate this PO, in whole or in part, by giving the other party thirty (30) days written notice. Vendor shall not have the right to terminate for convenience under this agreement.

32. **ENTIRE AGREEMENT:** This agreement shall include the PO, these General Terms and Conditions and all attachments referred to in the PO or in these General Terms and Conditions, shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Vendor and HCL, or their representatives, or any other document forming part of the solicitation of quotes, negotiations & discussions between Vendor and HCL with respect to the subject matter are hereby superseded. Unless superseded by a specific signed agreement between HCL and Vendor and to the extent that such agreement specifically rejects any terms and conditions in a PO, the terms and conditions of such agreement shall prevail over this PO or these General Terms and Conditions.

33. **GRIEVANCES REDRESSAL:** Vendor may raise their grievances at <https://www.hclinfosystems.in/vendor-grievance-redressal-form>.

34. "Any communication / notice should be sent to the registered office and corporate office of the respective HCL entity they are dealing with, with a copy to legalnotice@hcl.com."

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