

Plot No. DTA 003;006-007 & 012-013
Domestic Tariff Area
Mahindra World city
Off Ajmer Road
RJ
Jaipur 302037
IND

GSTIN: 08AAHCR7809L1ZS

Phone : +0141 6688888

Purchase Order : RS/PO/23-24/01143

Date : 06-03-2024

Vendor : CONNECTIVITY IT
SOLUTIONS PRIVATE
LIMITED

Vendor**CONNECTIVITY IT SOLUTIONS PRIVATE**

1st Floor, 1877, Gangothri, 31st Cross Road,
Kaveri Nagar, Banashankari Stage 2, Bengaluru,
Bengaluru Urban, Karnataka, 560070
KA
Bangalore560070
IND

GST Number : 29AAGCC1283L1ZC

PAN Number : AAGCC1283L

Concern Person : Lavanya G

Contact Number : 9972715907

Email ID : lavanya@cosol.in

IEC Number :

Company**RUJ & SRM Mechanics Pvt. Ltd.**

Office No. 712, Elements Mall, Ajmer Road
Jaipur, Rajasthan, 302021
RJ
Jaipur302021
IND

Buyer Email ID : contact@rs-india.com

GST Number : 08AAHCR7809L1ZS

PAN Number : AAHCR7809L

CIN Number : U29308RJ2016PTC055192

IEC Number :

Telephone : +0141 6688888

Fax :

Purchase Order

Number : RS/PO/23-24/01143

Version: 0

Date : 06-03-2024

PR : RS/PR/23-24/000721

PR Date : 04-03-2024

Requested by : Vishal Kumar

Delivery address

RUJ & SRM MECHANICS PVT LTD
Plot No. DTA 003;006-007 & 012-013
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Mahindra World city
Off Ajmer Road
RJ
Jaipur 302037
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Delivery Date : 31-03-2024

S.No	Item	Description	HSN/SAC	Delivery Dt	Qty.	Unit	Unit price	Disc.	Disc.(%)	GST(%)	Amount
1	0006523	Service charges for inspection of Coverage restrictions removal for the Cisco switches .		31-03-2024	1.00	Activ ity	45,200.00	0.00	0.00%	18.00	45,200.00

Charge	Amount
Currency:	INR
Subtotal Amt:	45,200.00
Total Disc:	0.00
Charges:	0.00
Tax Amount:	8,136.00
SGST:	0.00
CGST:	0.00
IGST:	8,136.00
Round off	0.00
Total:	53,336.00

Total (In Words): *** Fifty Three Thousand Three Hundred Thirty Six and 00/100 (INR)

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Buyer : Abhilash Pareek

Approver : Heinz Schmiegel

Receiver : CONNECTIVITY IT
SOLUTIONS PRIVATE
LIMITED

Payment Term : 100% Advance

Terms & Conditions :

Offer refer no. CS-SQ-BLR-2023-24-001202 dated 27th Feb.

Packing and forwarding are not applicable.

Inspection will be done by Cisco team only.

All the devices are covered mentioned in Annexure 1,2,3 .(Inspection purpose)

All the devices warranty will be covered as per OEM Standards.

Supplier will share the report of all devices after inspection.

Payment Terms: 100% advance .

PO Confirmation Terms

General Conditions

1.Time of delivery: The Vendor Shall deliver material at said address between 09.30 AM to 5.00 PM in weekdays. Weekly offs: 2nd, 4th Saturday & every Sunday of the month. Material will not be taken into premises beyond this time frame and on the Weekly offs.

2.Documents Accompanying the Supply: Two copies of invoice named as "Original for Buyer" and "Duplicate for Transporter" will accompany material. The Invoice must be strictly as per GST Act. In case of Return of Job Work Material converted into finished part/component, the supply must accompany Delivery Challan & Service Invoice.

3.Pricing: The Prices shall remain FIRM till the execution of the order and shall not be subject to any escalation whatsoever. In case of clause mentioned in the Terms & Conditions section of this Purchase order for variable prices associated to raw materials of a particular component/commodity, the vendor shall get written approval for increase or decrease in the pricing from the Buyer (RUJ & SRM Mechanics Pvt Ltd.) prior to invoicing. Invoices must be accompanied with signed acceptance of the material by our site supervisor.

4. Goods Conditions: The Vendor warrants, represents and undertakes that all Goods supplied and/or Services performed; (a) will, and their supply and performance will, comply with the requirements of the Purchase Order, including any specific requirements specified in the Purchase Order, any Goods and/or Services specification referred to in the Purchase Order and/or the Terms & Conditions ("Specification"), and with all applicable legal and regulatory requirements ("Applicable Laws"); and (b) will be new and unused, of high quality, free from any latent or patent defects, and suitable and safe for use for their intended purpose. The Supplier warrants, represents and undertakes that the Goods will be manufactured using suitable raw materials which are of a high quality appropriate for the manufacture of the Goods, and which fulfil any specific requirements set out in the Agreement and/or any Specification and Applicable Laws.

5. Material Test Certificates: The supplies of the Goods should be made on self-certification basis by the Vendor along with Metallurgical Reports, Certificate of Analysis, Certificate of Conformity, Inspection Reports and Test Certificates as applicable and RUJ & SRM Mechanics Pvt Ltd. shall not accept supplies made without enclosing the aforesaid documents, as applicable.

6. Safety Data Sheets: The Vendor shall dispatch the material having hazardous chemical composition with applicable MSDS as per international standards. RUJ & SRM Mechanics Pvt Ltd. shall not accept supplies made without enclosing the aforesaid documents, as applicable.

7. Amendments and Cancellations: We reserve the right to amend or cancel the Purchase Order in full or in part before the completion or execution of this Purchase order.

8. Warranty obligations: During the warranty period, vendor shall, at no additional cost to RUJ & SRM Mechanics Pvt Ltd., credit or replace at Buyer's option any product that fails no conform to its Performance warranty in any respect whatsoever.

9. Excess and Premature Product: Buyer shall not be obligated to accept or Pay for (1) any product Excess of the quantity ordered in its Purchase Order unless stated for quantity tolerances in the terms & conditions of this Purchase order (2) Products that have been discontinued while in transit (3) Deliveries arriving more than five days in advance of the delivery date specified in Purchase Order.

10. Handling of Rejection: The Vendor shall accept debit note from the Buyer in case of rejection of material/product due to inadequate quality, damage, or ill functioning. In case of Partial rejection, the value of quantity rejected, and the associated tax will be debited to the Vendor. The vendor shall bear the transport charges of the rejected/defective material/product from RUJ & SRM Mechanics Pvt Ltd. to the vendor premises. In case of advance payments made while releasing or after releasing of this Purchase order to the Vendor, the vendor shall refund the amount to

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RUJ & SRM Mechanics Pvt Ltd if the material/product is rejected or found defective by RUJ & SRM Mechanics Pvt Ltd.

11. Rights and Remedies: No payment shall be due hereunder for any amount invoiced for any defective Product, Excess Product, Premature Product, or any product not received at the delivery location by the delivery date. In case of advance payments made while releasing this Purchase order to the Vendor, the vendor shall refund the amount to RUJ & SRM Mechanics Pvt Ltd.

12. Assignment: Neither these terms and conditions, nor any Purchase Order, nor any interest under either of them may be assigned or delegated by Vendor without prior written consent of Buyer.

13. Specifications: All specifications, documents or Prototype articles delivered by Buyer to Vendor are the property of Buyer.

They are delivered solely for the purpose of Vendor's Performance of this order and on the express conditions that neither they nor the information contained therein shall be disclosed to others no used for any purpose other than in connection with this order without the prior written consent of Buyer. Such Specifications, documents and articles shall be returned to Buyer promptly upon Buyer's Request. Such request may be made at any time during or after completion of vendor's performance.

14. Inspection: All Products shall be subject to inspection and testing by Buyer prior to acceptance and payment of the Purchase Price, therefore. Any product requiring installation shall not be deemed finally accepted until Buyer establishes that such product conforms to the performance warranty on each Product shall survive any testing, inspection, delivery, payment, and acceptance of any product by Buyer.

15. Purchase Order Reference: Vendor's invoice number shall in all cases, bear Buyers Order number. Buyer shall be entitled to reject Vendor's invoice if it fails to include Buyers Order number or is otherwise inaccurate and resulting delay in payment shall be Vendor's responsibility.

16. Order Acceptance: It is needed to send order confirmation in written within 3 working days after gathering PO. In case of any problems a query must be sent within this time frame. In absence of any feedback or response within 3 working days, this Purchase order shall be considered as accepted by the Vendor.

17. Packing & Handling: Products should be securely packed and protected against loss, damage, handling, or corrosion in transit. Any breakage, damage and/or pilferage in transit arising from faulty packing shall be borne by the Vendor. The packing must be strictly as per Packing clause mentioned in the Terms & Conditions of this Purchase Order.

18. Force Majeure: Acts of God, operational disturbances without fault, unrest, governmental measures, and other unavoidable events discharge from RUJ & SRM Mechanics Pvt Ltd from its obligation to take punctual delivery of for the duration of such event. During such events and for the two weeks period thereafter RUJ & SRM Mechanics Pvt Ltd entitled - notwithstanding its other rights - to withdraw from the contract in whole or in part, provided that such events are not of inconsiderable duration and its requirements are considerably reduced as the goods has be procured elsewhere as a result thereof.

19. Intellectual Property & Copy rights: All intellectual property belonging to RUJ & SRM Mechanics Pvt Ltd, viz. copy right, patents and trademark shall always remain its property. Such right shall only be licensed by RUJ & SRM Mechanics Pvt Ltd to the Vendor for the limited and sole purpose for using the same to manufacture and supply of products by the vendor. The Goods manufactured by the vendor from any data furnished by RUJ & SRM Mechanics Pvt Ltd., shall not be manufactured/sold with any branding by the Vendor for/to any third party.

20. Information and Audit right of RUJ & SRM Mechanics Pvt Ltd. The Vendor hereby agrees that upon request from RUJ & SRM Mechanics Pvt Ltd., the Supplier shall promptly provide RUJ & SRM Mechanics Pvt Ltd. with a statement of origin for the Goods. RUJ & SRM Mechanics Pvt Ltd shall have the right, at any reasonable time, to send its authorized representatives to examine all the Vendor's documents and materials relating to the Vendor's obligations hereunder.

21. Place of performance: The place of performance is the place to which the goods are to be delivered in accordance with the contract or where the services is to be rendered.

22. Arbitration: Disputes or difference arising out of or in relation to this Purchase Order shall be settled by Arbitration in India. The Arbitration shall be by a sole arbitrator appointed by RUJ & SRM Mechanics Pvt Ltd. The sole arbitrator will adjudicate the disputes and differences between parties except those in respect of which the decision of any person in by the agreement express to be final and binding.

23. Jurisdiction: The contractual relationship shall be governed exclusively under Indian Law and the courts of Jaipur; Rajasthan shall have exclusive jurisdiction.

24. GST Compliance (Applicable to Indian Vendors):

24.1 The prices in this PO for supply of goods/Services shall show the price of goods/services and if applicable related Goods and Services Tax, or any other indirect tax separately as may be imposed by the Government of India from time to time. The Vendor shall provide a proper invoice in the form and manner prescribed under Section 31 of the CGST Act read along with Chapter VI (Rules 46 to 55) of the CGST Rules, 2017 containing all the mentioned therein. In the event that the Vendor fails to provide the invoice in the form and manner prescribed under GST Law and mentioning all relevant details, the Buyer reserves the right to not make any payment against such invoice.

24.2 The vendor hereby undertakes that 'the address / location' of the Buyer to which the invoice will be issued by the Vendor will be as per the address mentioned in the Purchase Order (PO) issued by RUJ & SRM Mechanics Pvt Ltd.

24.3 The vendor undertakes that any discounts or any deduction (pertaining to Late delivery & Inadequate Quality of the product) given post completion of supply, an appropriate Credit note (with appropriate references to the original invoice) will be issued to RUJ & SRM MECHANICS PVT. LTD. by the vendor. In respect of Indian vendor, the credit note so issued should be compliance with the provisions of the CGST Act.

24.4 The Vendor agrees that it shall endeavour to avail possible set-offs and credits available under the GST Law, and any amount charged to RUJ & SRM Mechanics Pvt Ltd., would mean net tax cost which is determined after considering all set-offs and credit available to the Vendor on the goods and service provided by it.

24.5 The Vendor also agrees to pass on any benefits to RUJ & SRM MECHANICS PVT. LTD., arising out of any reduction in rate of GST on any supply of goods or services or the benefit of input tax credit in terms of Section 171 of the CGST Act. The Vendor shall ensure that correct HSN/

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SAC code is mentioned on the invoice for all goods / services purchased / procured, irrespective of whether depiction of HSN / SAC on the invoice is mandatory or not.

24.6 The vendor shall furnish their PAN/GIR, WCT, GSTIN details to the Buyer and mention the same on every invoice.

24.7 The Vendor agrees that it will issue and invoice to the Buyer within the time specified under the CGST Act read with the Rules thereunder.

24.8 Notwithstanding anything contained anywhere in this Terms and Condition along with annexures, PO, etc, in the event that the input tax credit of the GST charged by Vendor is denied by the tax authorities to Buyer, Buyer shall be entitled to recover such amount from the Vendor by way of adjustment from the next invoice. In addition to the amount of GST, Buyer shall also be entitled to recover interest at the applicable rate and penalty, in case any penalty is imposed by the tax authorities on Buyer.

24.9 Further, in case any input tax credit becomes unavailable to the Buyer, including but not limited to, on account of an invoice not being sent on time or having determined the place of supply incorrectly, RUJ & SRM MECHANICS PVT. LTD. shall be entitled to recover such amount, interest at the applicable rate and penalty, in case any penalty is imposed by the tax authorities on Buyer from the Vendor by way of adjustment from the next invoice.

24.10 Event of default clause In the event that the Vendor does not deposit the GST charged on the invoice issued to Buyer or such GST charged on the invoice and paid by Buyer is not reflected in either the GSTR-2A/2B available on the common GST portal as eligible input tax credit for any reason whatsoever, this Agreement shall be liable to be terminated with immediate effect and Vendor shall be liable to pay such damages as may be reasonably estimated by Buyer.

24.11 In the event that the compliance rating prescribed under the GST Act, 2017 read with GST Rules, 2017 of Vendor falls below prescribed level for any reason whatsoever, this Agreement shall be liable to be terminated with immediate effect and Vendor shall be liable to pay such damages as may be reasonably estimated by Buyer.

24.12 TDS i.e. (Tax Deducted at Source) under both, the Income Tax Act, 1961 and the GST Act, if applicable shall be deducted by the Company at the time of payment for the services rendered as per the government regulations.

24.13 TDS certificates will be issued to the Vendor for the amount deducted.

24.14 The vendor agrees that it is eligible to receive consideration towards a supply only after the correct details of supply are uploaded by the Vendor in its Form GSTR-1, and this information is subsequently reflected in Form GSTR-2A/2B of the Buyer.

24.15 The Vendor also authorizes Buyer to retain the payment of consideration to the Vendor till such time the correct details of supply are reflected in Form GSTR-2A/2B made available electronically to the Buyer. In the event that appropriate reporting is not completed by the vendor in Form GSTR-1, the Buyer will be eligible to recover from the vendor all costs (including interest costs) incurred by it on account of reversal of input tax credit in terms of Section 16 of the Central Goods and Services Tax Act, 2017 (CGST Act).

24.16 Vendor hereby undertakes that it will make timely payments of all taxes, duties, levies imposed by Tax Authority, be responsible for filing of all necessary tax returns and undertake all necessary compliances in accordance with applicable statutory requirements under the relevant Taxing Statute in relation to sum received from Buyer.