

Purchase Order



Invoice To: OnMobile Global Ltd Ecity,Tower # 1, NO.94/1C & 94/2, Veerasandra Village,Attibele Hobli, Anekal Taluk,Electronic City phase-1 560100 BANGALORE INDIA GSTIN Number : 29AAACO3900E1ZT Place of supply : BANGALORE State Code : 29			Ship To Location: OnMobile Global Ltd Ecity,Tower # 1, NO.94/1C & 94/2, Veerasandra Village,Attibele Hobli, Anekal Taluk,Electronic City phase-1 560100 BANGALORE INDIA GSTIN : 29AAACO3900E1ZT		Order No: 4500400639 Date: 24.08.2017	
					Mode/Terms of Payment:30DK 30 days from receipt of invoice	
Supplier: Connectivity IT Solutions Private Limited 31st Cross 10th Main Banashankari 560070 BANGALORE INDIA GSTIN : 29AAGCC1283L1ZC			Supplier's ref:		Other Reference(s): Ref Remarks	
Shipping Instructions: Terms of Delivery:						
Item	Material	Description	Delivery Date	Qty	Rate (INR)	Amount (INR)
10		AMC for EMC Device-S.No:CKM00114700502	24.08.2017	1.00	326,841.500	326,841.50
	HSN/SAC Code:998713	CGST: 9.00 % SGST: 9.00 % IGST: 0.00 %				29,415.74 29,415.74 0.00
20		AMC for EMC Device-S.No: FCN00124900057	24.08.2017	1.00	335,012.250	335,012.25
	HSN/SAC Code:998713	CGST: 9.00 % SGST: 9.00 % IGST: 0.00 %				30,151.10 30,151.10 0.00
30		AMC for EMC Device-S.No: FCN00121400140	24.08.2017	1.00	48,208.000	48,208.00
	HSN/SAC Code:998713	CGST: 9.00 % SGST: 9.00 % IGST: 0.00 %				4,338.72 4,338.72 0.00
					SubTotal	710,061.75
					CGST	63,905.56
					SGST	63,905.56
					IGST	0.00
					Total	837,872.87
Amount Chargeable(in words) Eight Lakh Thirty Seven Thousand Eight Hundred Seventy Two Rupees Eighty Seven Paise						

Payment Terms:

30 days from the date of receipt of invoice and user confirmation.

Warranty:**Remarks:**

Terms and Condition as per enclosed:

1. PO Period as below :

i. S.No : CKM00114700502 :1-Sep-17 to 31-Aug-18

ii. S.No : FCN00124900057 :1-Sep-17 to 31-Aug-18

iii. S.No : FCN00121400140 :25-Jun-17 to 31-Mar-18.

2. Vendor has to adhere 99% uptime and it will be reviewed on monthly basis.

3. Taxes will be as per actuals.

Intrnl ref: PRO-41688(10,20)PRO-41684(30)

For OnMobile Global Ltd.

Authorised Signatory



PURCHASE ORDER TERMS & CONDITIONS

ANY SUPPLY OF GOODS OR SERVICES WILL BE DEEMED TO BE ON THESE TERMS AND CONDITIONS UNLESS THEY ARE SPECIFICALLY EXCLUDED IN WRITING AND SIGNED BY CUSTOMER.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

- a) "Customer" means the entity issuing the Purchase Order.
- b) "Goods" means the total of all or part of the products to be supplied under a Purchase Order as per the time, place and price specified in the Purchase Order.
- c) "Purchase Order (PO)" or "Order" means a completed purchase order form issued by Customer for the supply of goods and/or services as set out in the purchase order.
- d) "Services" means the provision of the obligations as detailed and defined in the Purchase Order.
- e) "Supplier" means the person or company indicated on the Purchase Order from whom Customer purchases the Goods.
- f) "Terms and Conditions" means the terms and conditions set out in this purchase terms and conditions document.

2. BASIS OF ORDER

- 2.1 It is expressly made clear herein that the representations of the Supplier and the details provided by the Supplier therein or a part or parts thereof, are found to be false or wrong or concocted or against facts or misleading, at any point of time during
This PO with terms are final and vendor/Supplier/service provider has to come back within three (03) working days of receipt of this PO incase of any clarification. PO will be deemed to be accepted if there is no revert within above said days.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms and Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
 - a) the Supplier issuing a written acceptance of the Order; and/or
 - b) the Supplier doing any act consistent with fulfilling the Order;

3. GOODS

- 3.1 The Supplier shall ensure and warrant that the Goods shall:
 - a) be owned by Supplier on the date of shipment, free and clear of any liens and encumbrances of any kind;
 - b) correspond with their description and any applicable requirement and that the Supplier has good and unencumbered title to the Goods;
 - c) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the skill and judgement of the Supplier;
 - d) not infringe any third party intellectual property rights;
 - e) not cause any environmental issues when used accordance to the documentation;
 - f) shall be new and shall only contain genuine and original parts (if applicable).
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consent and permits that it needs to carry out its obligations under the Oder.
- 3.3 The Supplier warrants that it has obtained and kept updated the current and all relevant documentation and testing certificates necessary to show full compliance of the Goods and all its packaging with all applicable

laws the "Documentation") and shall su

- 3.4 The Supplier shall notify the Customer within seven (7) working days regarding the existence and nature of the Supplier's knowledge of any possible non-compliance with any applicable laws, regulations, or its notice of a claim from any person or entity on

4. DELIVERY AND INSPECTION

4.1 The Supplier shall ensure that:

- a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- b) the Customer is given not less than two (2) business days prior written notice before delivery of each consignment of the Goods;
- c) each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any)
- d) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- a) on the date specified in the Order, or, if no such date is specified, within seven (7) calendar days of the date of the Order;
- b) during the normal business hours of the Customer, unless otherwise instructed by the Customer.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the delivery location

4.4 If the Supplier delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or delivers more than 100% of the quantity of Goods ordered, the Customer may at its discretion reject the excess Goods and any rejected Goods shall

4.5 If the Supplier delivers less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.6 The Supplier shall not deliver the Goods in instalments without the prior written consent of the Customer. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier

4.7 Following delivery, Customer shall inspect the Goods and shall within thirty (30) working days of receipt notify the Supplier of any Goods which do not meet the requirements and such rejected Goods shall be returnable at the risk and expense of the Supplier

5. REMEDIES

5.1 If the Goods are not delivered on the date they are due as referred to in Clause 5.2, or do not comply with the undertakings set out in clause 4.1, then, without limiting any of its other rights or remedies, Customer shall have the right to any one or more

- a) to terminate the Order;
- b) to reject the Goods (in whole or in part) and return them to the Supplier at the own risk and expense of the Supplier;
- c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
- f) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way

attributable to the failure of the Supplier to carry out its obligations under this Order.

- 5.2 These Terms and Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.3 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal costs (on a full indemnity basis) and other professional fees and expenses
- a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods;
 - b) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods; and
 - c) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods.
- This clause 6.3 shall survive termination of the Order.
- 5.4 The rights and remedies of the Customer under these Terms and Conditions are in addition to its rights and remedies implied by statute and laws of the land.

6. TITLE AND RISK

- 6.1 Title and risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Any transfer of title or risk will be without prejudice to Customer's right to refuse to accept the Goods in case of non-conformity with the requirements of this Order.

7. PRICE AND PAYMENT

- 7.1 PO / Contract value is exclusive of all applicable Indirect taxes ,levies ,duties,cesses and surcharges.Any current indirect tax or proposed tax such as Goods and Services Tax ('GST') will be charged over and above the the contract/purchase price.However,
- 7.2 Unless otherwise expressly stated in the Order, the Customer shall pay correctly rendered invoices within sixty (60) calendar days of receipt of the invoice.
- 7.3 The Supplier hereby agrees, confirms and undertakes that the rates offered by it, to Customer, as set out in this PO shall be the best prices in respect of the service prevalent in the market. In the event that the Supplier shall sell or supply of similar
Vendor Help Desk,Email : vendor_helpdesk@onmobile.com, PH :080-40096151.
- 7.4 The Vendor shall be under an obligation to pass on the benefit of decreased cost arising on account of any change in law to the Company as per the Anti #profiteering provisions contained in the GST laws passed by the Parliament/ respective State legislatu
Vendor Help Desk, Email : vendor_helpdesk@onmobile.com, PH :080-40096151.

8. INSURANCE

- 8.1 During the term of the Order and for a period of twelve (12) months thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover

9. CONFIDENTIALITY

- 9.1 Each party will maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's confidential information other than as necessary for
- a) marked as confidential or proprietary;
 - b) the receiving party is advised is of a confidential nature; or

- c) due to its character or nature, a reasonable person in a similar position under similar circumstances would treat as confidential.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Supplier hereby grants to the Customer a non-exclusive perpetual royalty free licence to use anything created or produced as a result of any services provided under this Order for any purpose the Customer deems appropriate.
- 10.2 All rights (including ownership and intellectual property rights) in any specifications, instructions, plans, drawings, patterns, models, designs or other material provided or made available to the Supplier by the Customer pursuant to the Order shall remain

11. ANTI-BRIBERY

- 11.1 Supplier hereby represents that it has not, and shall not itself or through any of its personnel given or give or promise to give any money or gift to any employee of Customer to influence their decision regarding this Purchase Order, nor shall it exert o
- 11.2 Supplier acknowledges and agrees that it has not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candida
- 11.3 Supplier agrees that breach of this clause shall be sufficient for Customer to terminate this Purchase Order, withhold payments, and/or initiate legal action.

12. TERMINATION

- 12.1 The Customer may terminate this Order in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Order. Customer shall pay the Supplier fair and rea
- 12.2 The Customer may terminate the Order with immediate effect by giving written notice to the Supplier if the Supplier is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of takes steps to appoint or has appoin
- 12.3 Termination of the Order, however arising, shall not affect any of the parties rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Order shall continue in full force and effect.

13. GENERAL

13.1 Assignment and subcontracting

The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Order without the prior written consent of the Customer and shall in any event remain liable for the proper and t

13.2 Severance

If any court or competent authority finds that any provision of the Order (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforc

13.3 Waiver

A waiver of any right or remedy under the Order is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Order or by law s

13.4 Third party rights

A person who is not a party to the Order shall not have any rights under or in connection with it.

13.5 Variation

Except as set out in these Terms and Conditions, any variation to the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by a duly authorised officer of the Customer.

13.6 Force Majeure

Neither party will be liable to the other for any act done or prevented from so doing by virtue of the occurrence of force majeure conditions such as but not restricted to any event or chain of events which prevents either party from carrying out its enga

13.7 Damages For Failure To Service

In the event of the Supplier failing or neglecting to provide the service within the agreed delivery period (which expression does not include the grace period allowed by Customer) for any reason whatsoever that may be, or any extension thereof granted by

13.8 Non - Exclusive Arrangements

Customer is free to enter into a similar agreement with any other vendor/Supplier for similar equipment and products, and annul this contract, in the event Supplier does not accept either the contract conditions or the terms relating to/associated with th

13.9 Appropriation

The Supplier represents and warrants that Customer shall be its most favoured partner in terms of the commercial terms offered by it to Customer. In the event that the Supplier shall offer any similar product / Good / Service to any entity other than Cust

Further, if Customer shall so request, the Supplier shall provide to Customer, at the cost of Customer, a statement certified by an independent auditor (who shall be a big-four firm) pertaining to the relevant records, data and accounts in connection with

13.10 Governing law and jurisdiction.

The Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of India, and the parties irrevoc

13.11 Obligations of the Vendor

#The Vendor shall comply with all the compliance requirements under GST law (as may be enacted). This shall include (but not limited to):

- Issuing invoices/ debit notes/ revised invoices/ credit notes as per the prescribed format, containing all the information as is required for the Company to avail input tax credit basis such invoices/ debit notes/ revised invoices

- Ensuring that the invoice issued by the Vendor is received by the Company within 15 days from the date of the issuance of the invoice by the Vendor

- Submission of periodic returns as per the GST laws within specified time lines with complete and correct details as may be prescribed

-Deposit of tax within the due dates as may be prescribed

#The Vendor shall continuously maintain a high GST compliance rating score as per the GST law. The Company reserves the right to terminate this Contract if the Vendor fails to achieve/ maintain an appropriate GST compliance rating score, as may be communicated

13.12 Penal Clauses

If any amount of credit, refund or any other benefit is denied or delayed to the Buyer (Company) or any penal charge is imposed on the Company due to any non-compliance by the Vendor, including but not limited to failure to correctly upload details of supplies