

CHENNAI BUSINESS TOWER PRIVATE LIMITED-(CBTPL)						
Vendor / Contractor Details				Employer's Details		
in000189 CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED No. 1877, 1st Floor, 31st Cross, 10th Main Rd, Banashankari Stage II, Bengaluru, Bangalore Bangalore Karnataka 560070 GSTIN: 29AAGCC1283L1ZC PAN: AAGCC1283L Tel No: Contact Person & No:				CHENNAI BUSINESS TOWER PRIVATE LIMITED-(CBTPL) (formerly "RICPL-RMZ INFINITY (CHENNAI) PRIVATE LIMITED ") 110, Mount Poonamalle Road, Porur Chennai, Tamilnadu - 600116 INDIA GSTIN: 33AAACD2287R1ZA PAN : AAACD2287R CIN NO: U74210TN1984PLC011124 Tel No: 044-40004000		
Site Address/Delivery Address: One Paramount Campus 20 & 30 No.110, Mount Ponamalle Road, Porur, Chennai 600116 Contact Person & No:				PO Number	OP#A0316	
				PO Date	25-Jul-25	
				PO Category	Opex	
				PO Currency	INR	
BILL OF QUANTITIES/ SCHEDULE OF ITEMS						
Item No	Item Description	SAC/HSN Code	UOM	Qty	Rate	Amount (INR)
1	Meraki MS130-24 Enterprise License and Support, 3 Year P/N Number LIC-MS130-24-3Y	998434	Nos	3	11,586.400	34,759.2
					Total	34,759.2
					Taxes	6,256.7
Description: 0					Other Charges	-
Forty One Thousand Fifteen and Eighty Six Paise Rupees Only					Grand Total	41,015.9
Item No.	Item Description	SAC/HSN Code	UOM	Qty	Rate	Amount (INR)
1	Meraki MS130-24 Enterprise License and Support, 3 Year P/N Number LIC-MS130-24-3Y	998434	Nos	3	11,586.400	34,759.2
Preamble to BOQ Item:						
					IGST (18%)	6,256.7
					Sub Total (Tax)	6,256.7
					Grand Total	41,015.9
Payment Terms:						
No Advance shall be paid. 100% after completion of works/supply. Payment shall released within 30 days from the date of invoice.						
General Terms and Conditions It is agreed by and between the Purchaser and the Seller that the purchase of products by the purchaser and the sale by the Seller shall be on the basis of following terms and conditions- 1. All annexures enclosed are forming part of this Purchase Order (PO). 2. The Seller shall acknowledge the receipt of the PO and shall confirm his acceptance of this PO in totality without any exceptions within 7 days from the date of receipt of this PO. Otherwise it will be treated as deemed acceptance by the Seller with all the terms and conditions as specified in this PO. 3. The terms and conditions of this PO constitute the entire agreement between the parties hereto. Changes if any, will be binding only if the same are made in writing and signed by the Purchaser. 4. The terms and conditions set forth herein contain the sole, entire and exclusive agreement between Purchaser and the Seller in this transaction superseding all prior discussions, proposals, negotiations, representations, and agreements. 5. The time and date of the delivery as stipulated in the order shall be deemed to be the essence of the Contract. In the case of delay in execution of the order beyond the date of delivery as stipulated in the order or beyond any extension in writing sanctioned by the purchaser, the purchaser shall at his option either : (i) Accept delayed deliveries at a price reduced by a sum/percentage in the PO for the delay or part thereof. (ii) Cancel the order in part or in full and purchase such cancelled quantities from elsewhere on account of and at the risk of the seller without prejudice to his rights under (i) above in respect of goods delivered 6. The prices shall be firm as mentioned in the PO and no variation shall be applicable till the full execution of the PO. Any Changes in taxes including Integrated Goods and Service Tax ('IGST'), Central Goods and Service Tax ('CGST') and State Goods and Service Tax ('SGST'), as applicable from the date of introduction of Goods and Service Tax ('GST') may be allowed by the purchaser (i) Integrated goods and service tax ('IGST'), central goods and service tax ('CGST') and state goods and service tax ('SGST') as applicable are in addition to base price as agreed. ii) Under the CGST Act, any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to us by you. Similarly, the benefits enjoyed by your Vendor and other players in the supply chain are also required to be passed on to you by them, which in turn shall be passed on to us by way of price reductions. Accordingly, you are expected to pass on any direct or indirect benefits arising thereon						

7. The goods shall be delivered/dispatched strictly as per the instructions in this PO.
8. The Purchaser reserves his right to cancel this PO or any part thereof or hold the seller liable to pay the cost/loss arising out of non-compliance of the PO, after a written notice to the seller if;
- (i) The seller fails to supply in accordance with the terms of the PO.
(ii) Any legal proceedings initiated against the Seller for liquidation or bankruptcy,
(iii) The seller fails to deliver the goods on time and/or replace the rejected goods promptly.
(iv) The goods do not correspond with the description or the samples or the original specification thereof in full detail.
(v) Beyond the control of the Purchaser.
9. The Purchaser shall also be entitled to cancel this order without assigning any reason/s or becoming in any way liable for such cancellation, provided that in such event, the Purchaser shall accept the goods already manufactured in accordance with this PO and pay for the same.
10. This PO is intended only to the Seller contracted herein. PO should not be shared to any party, without obtaining prior written consent of the Purchaser.
11. This Purchase Order shall not be assigned to any other agency by the seller without obtaining prior written consent of the Purchaser.
12. Separate invoices for each delivery challan and separate delivery challan for each PO shall be issued by the Seller. The invoice or delivery challan shall not be clubbed for multiple PO if any, issued by the purchaser.
13. The PO Number shall be mentioned in all correspondence, challan invoices etc.
14. Invoice must be submitted in ORIGINAL with a DUPLICATE. Under GST regime, input credits will be available based on matching concept between Purchaser and the Seller. The Seller agrees that all payments due to Seller by Purchaser shall be linked to proper discharge of tax liability by the Seller within statutory time periods. Further, the invoice should mandatorily contain (i) Purchaser and Seller GST registration number (ii) Tax Amount (iii) Invoice number (iv) HSN Code etc., as specified in the GST law rules made thereunder. In the event of failure and non-compliance by Seller due to which Purchaser is not able to take the input tax credit, Purchaser shall not release payment and payment shall be kept on hold till such discrepancy is resolved by Seller. Holding of payments for the aforesaid reason by Purchaser shall not be a breach of its obligations under this Contract. In addition to above, Seller shall be eligible for receipt of invoice value in accordance with agreed terms only and the tax amount after appropriate GST is credited to the Government account and appropriate compliances have been met. In case of any disputes due to non-matching of GST credit, same shall be resolved by Seller within 30 days of the invoice date, failing which we shall not remit the tax amount."
15. Force Majeure: a) If the Purchaser is prevented from taking delivery of the goods by reasons of Strike, Lockout, Fire, Accident, Riots, War, Natural Calamities, Political Upheaval, Govt. Regulations or any other unforeseen contingencies, causing stoppage of work or any other cause beyond Purchaser's control, the Purchaser reserves the right at his option to suspend the delivery of goods or modify the order or to cancel the order in whole or in part without being liable for any compensation and or claim of any description
16. The weighment certificate in original and test certificate should be sent along with the challan/ Invoices (as applicable).
17. Quantities received by Purchaser in excess of quantities specified herein may be returned at their option, at Seller's expenses.
18. The Seller shall take adequate precautions and care while packing and transporting the materials to Purchaser's desired delivery location and the cost for this is deemed to have been included in the rates unless as specified in this PO.
Inspection:
- (i) The Purchaser reserves the right at all reasonable times to inspect and test the goods during manufacture at the Seller's Work and the Seller shall provide all such cooperation and facilities as may reasonably be required by the Purchaser to enable it to exercise such right. The Purchaser shall have the right to reject any goods considered defective in workmanship or design or inferior in quality or material provided that no such inspection or any failure to reject the goods shall constitute or imply acceptance thereof.
- (ii) Where goods comprised in this order are required by the Purchaser in order to fulfil the Purchaser's obligations to its customer under the terms of its contract with such customer, such customer shall have the rights of inspection, testing and rejection as are hereby reserved for the Purchaser.
- (iii) Notwithstanding the Purchaser's right to inspect, test and reject goods at the Seller's Works, the Purchaser reserves the right to examine goods after delivery to and before acceptance by the Purchaser within 7 days and shall reject any goods which the Purchaser may consider defective or inferior. The Purchaser shall notify the Seller in writing of such rejection specifying the reasons therefore and the goods so rejected shall remain at the Seller's risk and shall be removed forthwith latest within 7 days by the Seller at the Seller's expenses. The Seller shall reimburse the Purchaser its cost and expenses involved in handling and inspecting such rejected goods and shall at the Purchaser's option and without prejudice to the Purchaser's rights and remedies whether herein expressly contained or by law or statute implied in respect of the Seller's breach of contract without delay replace such rejected goods with goods which comply all respects with the terms of the contract or return to the Purchaser all monies paid by the Purchaser in respect of such goods together, with the value of all materials supplied by the Purchaser for use whole or a part only of the goods comprised in the order.
19. Payment will be made only after the goods have been received and approved by purchaser's inspection department and found satisfactory in terms of quality, quantity and other specification laid down therein.
20. Unless otherwise specified in this PO, risk of loss of the goods remains with Seller and title will not pass to the Purchaser until the goods are delivered to and accepted by the Purchaser at the delivery location.
21. Purchaser may terminate this PO, in whole or in part, for any reason upon thirty (30) days' prior written notice to Seller. In addition to any remedies provided herein, Purchaser may terminate this PO with immediate effect, either before or after acceptance of Goods or Services, if the Seller has breached any of the terms herein. If the Seller becomes insolvent, or against bankruptcy proceedings, then the Purchaser may terminate this PO. If the Purchaser terminates the PO for any reason, Seller's sole and exclusive remedy is payment for the Goods or Services received and accepted by Purchaser prior to the termination.

22. Payment may be withheld till complete execution of this order.
23. The Purchaser reserves the right to assign the benefit of thewarranty herein contained and all its rights thereunder to any customerof the Purchaser to whom the goods are sold or transferred by the Purchaser.
24. The Seller shall follow all the Environmental Health and Safety (EHS) standards during the production, transportation and delivery of materials at the Purchaser's delivery locations as specified in this PO.
25. Seller shall defend, indemnify and hold harmless the Purchaser, itsaffiliates, subsidiaries, successor or assigns against any and all loss,injury, death, damage, liability, claim, action, defect in goods, judgement, interest, penalty,cost, or expense arising out of or occurring in connection with Seller'sperformance of its obligations or Seller's negligence or wilful misconduct or breach of theterms of this PO.
26. Seller shall, at its own expense, maintain carry appropriateinsurance in full force and effect with financially sound and reputableinsurers, in compliance with the applicable laws of the jurisdiction affected by this PO; Seller shallprovide Purchaser with a certificate of insurance evidencing the coverage specified in this PO.
27. All disputes relating to this agreement shall be subject to theCourt of competent jurisdiction situated within the limits of Bengaluru.
28. Compliance with Laws : You will abide the applicable National and/orLocal State Labour Laws and Regulations and comply with all necessary clauses conditions thereof including but not limited to, those related tolabour, immigration, health and safety and the environment, obtaining registration complying with minimum wages, working hours, overtime hours that ensures humane productive working conditions, Provident Fund rules, workmen compensation act, ESI, etc, and indemnify the employer against risks and damages arising out ofany of the above mentioned Acts, Rules and Regulations. You shall not use deductions from wages as a disciplinary measure and they should be paid their wagesin a timely manner.
29. You will obtain "Insurance cover for all your workmen and thirdparty" at your own cost and the agreed rates are deemed to include for the above.
30. Child Labour: You shall not employ any person who has not completedeighteen years of age. You shall not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the child.
31. Non Discrimination: You shall not use Forced, bonded or compulsorylabour. You shall not discriminate in hiring or employment practice based on pregnancy, childbirth or relate medical conditions, race, religious creed, colour,sex, national origin or ancestry, physical or mental disability, medicalcondition, marital status, age, sexual orientation, or any other basis protected by Law.
32. Ethical Dealings: Employer has zero tolerance policy to bribery andcorruption. Employer expects its contractor and sub vendors to conducttheir business in accordance with the highest ethical standards and to respect the locallaws and not to engage in any form of corrupt practices, including extortion, fraud, or bribery.
33. Human Rights: Employer expects its contractors to support andrespect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human right abuses.
34. Conflict of Interest: Employer has strict rules for its employee onconflict of interest. Contractor is required to immediately disclose to employer any situation that may appear as a conflict of interest, if employer's employee has aninterest of any kind in the contractor's business or any kind of economic ties with the contractor.
35. Gifts and Entertainment: Employer has its internal policy on giftsand offer of hospitality from Contractors. You shall not offer anybenefit such as free goods or services or a work position or sales opportunity to Employer'sEmployee in order to facilitate your business with the Employer.

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