

Purchase Order

Vendor Number	11724	Purchase Order	PO/IN/22-23/300215
CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED		PO Date	17-Jan-2023
#1877, GANGOTHRI, 1ST FLOOR, 10TH MAIN, 31ST CROSS,		Location	1006_IN_TN_Chennai_Prince Infocity
BANASHANKARI 2ND STAGE,			2nd Floor
560070, KARNATAKA,India		Revision No	0
		Revision Date	17-JAN-2023
		Order Category	
Phone	9916064499	Buyer Code	Mohideen AbdulKhadar
Kind Attention	Shruthi MG	Terms of Payment	Monthly in Advance
E-mail		Mode of Delivery	Road or Air
SME/SSI Registration No		GSTIN No	29AAGCC1283L1ZC
Bill To Address	PRINCE INFOCITY II, 5TH FLOOR, PRINCE INFOCITY II, 141, KOTTIVAKKAM VILLAGE,RAJIV GANDHI SALAI, CHENNAI-600096 Tamil Nadu INDIA	Ship To Address	PRINCE INFOCITY II, 5TH FLOOR, PRINCE INFOCITY II, 141, KOTTIVAKKAM VILLAGE,RAJIV GANDHI SALAI, CHENNAI-600096 Tamil Nadu INDIA
Subject	Rental Switches for OMR Site	Delivery Terms	Inclusive

Line	Item Number	Item Description	Delivery Date	Qty	UOM	Unit Price	Tax Rate	Amount
1	TEC_1081	Rental Switch- L3 48 Port POE Switches with all accessories Supplier Item: Cisco Catalyst C3850-48P Switch Layer 3 with stack & Power Cables(Part no: WS-C3850-48P-S)	20-Jan-2023	4	MON	11,000.00	IGST-18%	44,000.00 7,920.00
2	TEC_1080	Rental Switch- L3 48 Port Non POE Switches with all accessories Supplier Item: Cisco Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base, Cisco 2960X-48 switch with stack & power cables (Part no: WS-C2960X- 48TS-L)	20-Jan-2023	5	MON	4,000.00	IGST-18%	20,000.00 3,600.00

Total INR Excl. Taxes 64,000.00
Total INR Incl. Taxes 75,520.00

INR Seventy Five Thousand Five Hundred Twenty Only

Reference:

- Terms & Conditions** :
- Services, support and spares replacement should be provide by "Connectivity Solutions" for the supplied switches.
 - "Connectivity Solutions" should provide fully working port switches at our sites.
 - Hard copy of invoices should be sent to the billing address mentioned above and soft copy of invoices should be sent to techinvoices@agshealth.com.
 - AGS Health holds right to cancel this WO immediately if the vendor fails to deliver the service within the agreed SLA terms & conditions.

Other Terms:

- CONFIDENTIALITY:** The Contractor/Service Provider/Manufacturer/Dealer/Partner will endeavour that its staff does not at any time, without the consent of AGS Health in writing make any statement of facts, accounts,

matters, trade secret and transactions pertaining to AGS Health and shall not disclose any information relating to the affairs of AGS Health. The Clause shall not apply to information which is or becomes public knowledge or may have been acquired from sources other than AGS Health.

- b) **SERVICE STANDARD:** The Contractor/Service Provider/Manufacturer/Dealer/Partner shall endeavour to provide the best services in conformity with AGS Health's requirements and as per the industry's best prevailing standards. The Contractor/Service.
- c) Provider/Manufacturer/Dealer/Partner shall discuss and review the progress/status of the current assignment, on a regular basis and as and when required by AGS Health.

General Terms:

In case of material supply, original Invoice should be given along with the material

For all Orders related to Support & AMC, Pl. mention Support/AMC Start Date & End Date on the Invoice, to facilitate quicker clearing of Invoices.

Unless & otherwise specified the rates mentioned in the PO are Ex - AGS Health Delivery Address. Unless & otherwise specified the Transit Insurance to be arranged by vendor.

Vendor will comply with all applicable environmental laws & regulations. Vendor will provide a Safe & Healthy work environment & fully comply with all applicable Safety & Health regulations & practices.

Please note that material delivery time is between 10 a.m. to 5 p.m. on working days.

Pl. note TDS will be deducted as applicable from vendor's payments. If vendor have any specific exemption, pl. provide us the same along with their bills.

Our bank charges to our account and vendor's bank charges to their account.

You are also requested to mention correct 8 digit HSN code & delivery address (as mentioned in the PO) with Pincode.

You are requested to acknowledge this PO in writing to the concern Buyer. If not confirmed within one week from the date of receipt of this PO, it will be treated as deemed acceptance.

"This PO shall be subject to the sole jurisdiction of Tamil Nadu Courts"

For other terms and conditions, please refer to standard terms and conditions.

You are liable to comply with all the applicable laws & statutes while performing your services with AGS Health including but not limited to employment of your employees or consultants.

Standard Terms & Condition: "AGS Health Limited"- Purchase Order Terms and Conditions:

1. Definitions : The following terms shall have the meaning specified in these terms and conditions
 - i. Purchaser: shall mean "AGS Health Private limited" ("Purchaser" or "AGS"), issuing the Purchase Order.
 - ii. Vendor: shall mean the vendor providing goods/ services under this Purchase Order.
 - iii. PO: shall mean the Purchase Order or Job Order issued to Vendor including these terms and conditions.
2. These terms and conditions and any additional terms and conditions stated in the PO, shall apply to the transactions contemplated under the PO and shall become a binding contract when accepted by Vendor or commencement of performance by Vendor within the time frame set forth in the PO or otherwise agreed by Purchaser. In case of conflict between these terms and conditions and any additional terms and conditions stated in the PO, the additional terms and conditions shall take precedence. Any different or additional terms or conditions in any Vendor quotation, acknowledgment, or invoice or other document shall constitute a counteroffer and the same shall not be binding, unless accepted in writing by Purchaser. Notwithstanding the foregoing, if Vendor has commenced performance prior to Purchaser's written acceptance aforesaid, then said different or additional terms shall be deemed null and void and these terms and conditions shall prevail. The PO terms and conditions supersede any inconsistent or additional provisions heretofore made by Vendor.
3. The terms and conditions herein, together with the relevant PO, represent the entire agreement between Purchaser and Vendor with respect to the goods and/or services set forth in the PO, unless superseded by a definitive agreement between Purchaser and Vendor.
4. Decision of the Purchaser about acceptance of goods or services shall be final and binding on the Vendor. Mere acknowledgment of receipt of goods or services shall not constitute acceptance. Acceptance shall be subject to the right of inspection of goods or services by Purchaser. Any inspection at places other than Purchaser's location shall be at Vendor's cost.
5. Purchaser reserves the right to cancel the order in case of any delay in delivery or poor performance, in addition to requiring Vendor to pay for costs that Purchaser may need to incur to procure goods or services under the PO from a third party. Purchaser reserves the right to reject the goods or services in whole or in part without

assigning any reason. Goods or services shall be delivered in the specified mode and as per the instructions specified by the Purchaser. If no mode or instructions are specified, Vendor shall provide the goods or services in the mode and manner no less than the industry standard. Risk and title in goods shall pass on to Purchaser on acceptance, unless specified otherwise under the law. In addition, Purchaser shall be liable to claim for liquidated damages for delay at the rate of 1% per day of delay for the value of goods/ services covered under the PO, apart from other remedies available to Purchaser. Purchaser may communicate or agree to any deviations in delivery schedule from time to time in writing (email acceptable).

6. Goods or services shall comply with specifications and approved sample (as the case may be) in terms of quality and service levels and shall be no less than industry standard and shall be free of defect or deficiency including in design, material or workmanship. Goods shall be exactly as per the ordered quantity. Vendor shall promptly remove the excess supplied/ rejected goods or other material lying at specified location at its own risk and cost. Purchaser may destroy or sell or dispose of such rejected goods or material if the same is not removed within 48 hours after intimation to Vendor. In case Purchaser decides to accept excess quantity, Purchaser shall pay for the same, subject to acceptance and inspection process. Purchaser may reject the goods or services at any time post acceptance if the same is not in compliance with the specifications and quality requirements.
7. If this PO includes computer programs, software or firmware of any kind in any form ("Software"), Vendor hereby grants to Purchaser a perpetual or for the period of the subscription based license taken, as per the provisions of the PO, nonexclusive, royalty-free license to use and copy the software for any purpose on any equipment or hardware; notwithstanding the terms of any standard form or purported "shrink wrap" license of Vendor, which shall not be binding on Purchaser unless such license is executed by an authorized representative of Purchaser. The price stated in this PO shall be a one-time license fee, and all terms of this PO shall apply as if the license were a purchase. However, if the software is developed or modified for Purchaser, at Purchaser's request or as per Purchaser's specifications, then Section 8 shall apply.
8. Purchaser shall be the sole and exclusive owner of all tangible or intangible products, materials, and things that are delivered, produced by, or developed for or in connection with the performance of any services or any goods or software developed or modified for Purchaser or to Purchaser's specifications, including, without limitation, all designs, inventions, ideas, improvements, graphics, data, computer programs, and all copyrights, patents, trade secrets and other proprietary rights in respect of any of the foregoing (collectively, "Products"). Products does not include general know-how and experience gained prior to development, production, or performance. Vendor hereby sells, assigns, and transfers all Products to Purchaser, and shall cooperate with Purchaser in obtaining or enforcing any patents or copyrights.
9. In addition to all other express and implied warranties, Vendor expressly warrants that all goods and services shall: (a) be free from all liens, charges, encumbrances, or claims of any person; (b) be of merchantable quality of good material and workmanship, and free from defects in design, materials and workmanship for a period that begins on the date of delivery and expires on the later of (i) the first anniversary of the date of acceptance and (ii) the expiration of Vendor's warranty period; (c) be fit for the purposes for which goods of that type are ordinarily used as well as for any purposes Vendor has made known to the public or to Purchaser or that Purchaser has made known to Vendor; (d) conform to all specifications and descriptions incorporated in this PO and any samples supplied by Vendor or Purchaser; and (e) be produced and performed in compliance with and conform in all respects to all applicable laws, regulations, standards, rules and orders of all applicable federal, state, and local governmental authorities, whether domestic or foreign, including without limitation those governing safety, health, labor, hazardous substances and sanitation. Vendor hereby assigns to Purchaser the benefits of all warranties given by any persons from whom vendor purchased any goods or services. If the goods or services are defective in any way or fail to conform in all respects to the warranties of this PO, vendor shall at its own expense within a reasonable time after notice, repair, replace or correct any defective or nonconforming goods or services, provided, however, that Vendor is notified of the defect or nonconformity within a period of one year (as agreed or as per the actual warranty) after the date Purchaser discovers the defect. Whether or not Vendor repairs, replaces or corrects any defects within a reasonable time, Vendor shall reimburse Purchaser for reasonable expenses incurred in connection with such failure and in enforcing its warranty rights (including without limitation its reasonable attorney fees at trial and on appeal), in addition to any other remedies that the Purchaser may have.
10. Prices indicated in the PO shall remain firm. Prices shall be payable in agreed currency. Vendor shall pass on full benefits of any reduction in prices including but not limited to concessions, discounts, and taxes to Purchasers. The prices shall not be increased by the reason of any increase in costs, charges, expenses, taxes or duties paid or payable by the Vendor. All prices shall be inclusive of taxes and duties, packing, forwarding, insurance, transportation and other costs, unless otherwise stated in the PO or agreed by the Purchaser in writing. However, Octroi charges if applicable will be paid by Purchaser.
11. Purchaser shall be liable to pay for undisputed invoices for goods/ services within agreed payment days (or such other period stated in the PO) from the date of explicit acceptance of goods/ services, subject to compliance with the set terms and conditions and submission of complete invoice provided to Purchaser along with all requisite documentation as required by the Purchaser or as per the applicable law. Vendor shall comply with payment instructions specified in the PO. No advance shall be payable to Vendor, unless agreed otherwise. Vendor shall promptly refund amounts in case of:
 - (i) any excess payment made by the Purchaser, unless agreed otherwise, or
 - (ii) any defect or deficiency observed by Purchaser post acceptance of goods or
 - (iii) any refund of taxes or duties received by Vendor or
 - (iv) any concessions received post payment in respect of the goods or services under the PO or
 - (v) any rejected or damaged goods. Payment of goods or services shall not be deemed as acceptance by Purchaser. Purchaser shall not, at any time, be liable to pay any taxes or

duties in addition to those stated in the PO.

12. All goods must be properly packed. Any instructions by Purchaser with respect to packing shall be complied with. Purchaser may reject the goods for improper packing or damaged goods. Packaging must disclose all statutory disclosures apart from additional information required to be specified by Purchaser. Vendor shall put all necessary identification marks on the packing including necessary instructions for handling or use. Any damages caused due to improper packing shall be at extra cost to Vendor or shall be subject to replacement at Purchaser's discretion.
13. Goods or services under the PO shall bear the warranty and support for provided years from the date of acceptance/installation at no extra cost, unless specifically agreed by Purchaser in writing. In case of repairs, rework, replacements as required by Purchaser, warranty shall apply from the date of acceptance post such repairs etc.
14. Vendor warrants and represents that goods or services are free of defect or deficiency and are of merchantable quality, are fit for use and are new and original and do not infringe any privacy, intellectual property rights of a third party.
15. Goods must be insured at Vendor's cost including insurance cover during transit, unless otherwise agreed by Purchaser in writing. Vendor shall take necessary steps at its own cost for processing an insurance claim.
16. Vendor shall be responsible to provide and attach all necessary documents required for (i) delivery and use/ consumption of goods/ services (in addition to tax invoice), (ii) payment or claiming benefit of taxes or duties, (iii) inspection purposes and (iv) for records of the Purchaser and shall make requisite copies available to Purchaser from time to time. No documents shall be routed through bank without prior approval from Purchaser.
17. Vendor shall comply with all applicable laws (including labour laws), rules or regulations from time to time in addition to the Code of Conduct applicable to Purchaser's Vendors. Vendor shall indemnify the Purchaser against all costs, losses, expenses, claims and damages, in respect of the goods or services under the PO in addition to indemnification for or arising as a result of (a) failure to comply with applicable laws (including labour laws, payment of taxes and duties) or (b) for any infringement of intellectual property rights of any party or (c) any accident or (d) defect or deficiency in goods or services (including any consequential damages as a result of such defect or deficiency) or (e) delay in delivery or (f) for any damage to Purchaser's property or injury to people or (g) failure to comply with terms and conditions of the PO or any contract between the parties. Vendor shall also be liable for direct and consequential damages for any breach of these terms and conditions or non-performance as per the PO. Purchaser shall have no direct or indirect obligations under the PO, except for payment as per the terms specified herein.
18. The PO shall be governed by the laws of India and shall be subject to the jurisdiction of courts at Pune, India. These terms and conditions shall be subject to provisions of applicable law and if any of these terms and conditions are held invalid or unenforceable by law, the remaining terms shall continue to be valid and binding on the parties.
19. Vendor represents that Vendor is authorized to supply the goods or services under the PO and has obtained all necessary rights and permissions for Purchaser to use, consume or deploy them for Purchaser, or for its personnel, and for its activities. Vendor represents that the goods are free of any encumbrance or charge and no person or party has any claims with respect to goods under the PO. This PO is on principal to principal basis. Vendor confirms that Vendor has obtained all valid licenses, registrations for supply of goods or services covered under the PO.
20. Vendor shall at all times, maintain complete confidentiality about any material, information, property of the Purchaser which Vendor receives or has access. Vendor shall take prudent steps to protect confidentiality of the same, shall use the same only for specified purpose and shall return the same on demand by Purchaser. Vendor shall not use Purchaser's name and logo without specific prior permission from Purchaser in writing.
21. Purchaser reserves the rights to correct typographical or clerical errors. Purchaser may terminate this PO by sending 15 days' notice to Vendor without any obligations. Any notice or other communication to the Purchaser shall be deemed to be validly served if the same is sent at Administration Department, or such other address as may be communicated by the Purchaser and sent by registered post/ hand delivery at such address or email to : procurement1@agshealth.com . These terms and conditions do not confer or restrict any rights of third parties.
22. Vendor shall state applicable PO number or Job Order number, the item code, item description as per the PO, Vendor's PAN, and GST Number on the relevant Tax Invoice for goods or services delivered. The Tax Invoice should be submitted to Purchaser within five days from the date of delivery.
23. Vendor shall not subcontract all or any portion of this Order without Purchaser's prior written approval. In case of such subcontracting, the Vendor shall continue to be liable to Purchaser under these terms and conditions.

Environmental:

- a) Vendor should take adequate measures & proper work permit approval before starting of any work. You should ensure that proper precautions are taken for any real or potential safety, Health & Environmental hazards which may get involved or introduced during your work.
- b) Ensure proper fitness & personnel hygiene of people employed by the vendor.
- c) Ensure proper usage of personnel protective equipment's and ensure proper housekeeping & disposal of waste while working at Purchaser's premises.

- d) Purchaser reserves all the rights to refuse for carrying out an activity if observed to be unsafe.
 - e) Vendor should ensure his service/delivery persons are vaccinated (2 dose). If not, AGS Health will not give the access to the service engineers at our premises.
 - f) Vendor employees working at Purchaser's premises should wear ID card provided to them for proper identification.
 - g) If any mishap happens or any abnormal incidence occurs immediately report to Security officer /safety officer/nearest security guard & follow instructions given by them.
 - h) Vendor to provide / impart appropriate training required by employees for enhancing their skills for avoiding/controlling the emergency situations.
 - i) Vendor should maintain appropriate records of Legal license & permits. It should be made available to us whenever requested.
 - ii) Vendor payment will be held up/ penalized if any of the above instructions are not followed.
24. Vendor shall note the following details of Purchaser's registration numbers.
- PAN : AAICA9905D
- TAN : CHEA16672F
- GST : 33AAICA9905D1ZV for Tamil Nadu region
- GST : 36AAICA9905D1ZP for Telangana region
- GST : 37AAICA9905D1ZN for Andhra Pradesh region
- GST : 24AAICA9905D1ZU for Gujarat region
25. In the event Purchaser makes an advance payment to Vendor under this PO, Vendor shall use such amount paid in advance in the manner and only for the purpose specified in PO for which the advance is made. In the event no specific purpose is specified in the PO, such advance amount shall only be used by Vendor solely in furtherance of and for the purpose of the performance of Vendor under the PO.
26. No term of this PO shall be amended, supplemented, or modified except by a writing signed by the party (AGS Health) against whom enforcement is sought. 27. If a court of competent jurisdiction or arbitrator finds any term of this contract to be invalid or unenforceable for any reason as to any person or circumstance, then the term shall continue in effect only to the extent that it remains valid, and the court's finding shall not render that term invalid or unenforceable as to any other person or circumstance; and all other terms of this PO in all other respects shall remain valid and enforceable. 28. "AGS Health Pvt Ltd" and all its subsidiaries and affiliates including but not limited to: any other directly controlled entities as may exist from time to time (collectively referred to as "AGS Health", "we", "our", "us") may process client/vendor information relating to identified or identifiable natural persons ("Personal Data") in UK/US/France/India. The transfer of Personal Data within the AGS Health is subject to AGS Health Privacy Policy and Inter-company Agreement. We will process Personal Data in accordance with data protection requirements under applicable laws."
27. To submit complaint about any known or suspected improper activity, Vendor may send an email or mail to the following addresses, with or without disclosing his/her identity. The Vendor may utilize this process either to raise new complaints or if he/she feels that a complaint previously raised has not been appropriately handled / resolved.
- (a) For online complaints – E-mail may be sent to the following e-mail ID:____
 - (b) For offline complaints –

**** This is computer generated document no signature required ***