

**Bundl Technologies Pvt Ltd**

Business Office :

Building - 05 I&J Block EmbassyTech Village,
Varthur, Devarabeesanahalli, Outer Ring Road,
Bangalore - 560103, Karnataka,

PURCHASE ORDER

PO Number	Swiggy/PO/FY20-21/000188
PO Date	Jun-26-2020
Expected Delivery Date	Jul-26-2020
Payment Term	Payment 30 days after invoice date

Sub Department

Purchase Request Number(PR) Advance Amount should be Excluding GST Remarks
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Vendor Details

Name
CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED

Point of Contact

Email

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Mobile Number

Location

Bangalore - Karnataka**Vendor Address**

CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED

Gangothri, 31st Cross, 10th Main,
Bananashankari 2nd Stage,
Bangalore, No.1877, Karnataka, 3rd
Floor, 560070

GST Number

29AAGCC1283L1ZC

PAN Number

AAGCC1283L**Buyer Billing Address****Bundl Technologies Pvt Ltd**

Building -05 I&J Block Embassy
Tech Village, Barhir, Holo,
Devarabeesanahalli, Outer Ring
Road, Bangalore - 560103,
Bangalore, Karnataka,
560103

GST Number

29AAFCB7707D1ZQ

PAN Number

Buyer Shipping Address**Bundl Technologies Pvt Ltd**

Building -05 I&J Block Embassy
Tech Village, Barhir, Holo,
Devarabeesanahalli, Outer Ring
Road, Bangalore - 560103,
Bangalore, Karnataka,
560103

GST Number

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PAN Number

#	Name/Description	Comment	Qty	Rate	Discount	Tax (SGST + CGST)	Tax Percentage	Total
1	Kalibrate Platform for 1 year	Kalibrate Platform for 1 year	2500.0	₹500.0	₹0.0	₹2,25,000.0	18.0 %	₹14,75,000.0

Net Total Amount in Words: Fourteen Lakh Seventy Five Thousand And Zero Paise Only

Total	₹12,50,000.0
Discount	₹0.0
Tax (SGST + CGST)	₹2,25,000.0
Net Total	₹14,75,000.0

Please refer the next page for the terms and conditions

Terms and Conditions

General Terms & Conditions

Definitions

"Purchaser" shall mean Bundl Technologies Private Limited (also referred to as "Swiggy") with its related parties and subsidiaries and shall also include its duly appointed representatives nominated from time to time.

"Seller" (interchangeably also used as "Vendor" or "Provider" shall mean person (including individual, person, firm or company) so named in the Purchase Order to whom the offer to supply goods/services is made by the Purchaser and who is bound by the

Purchase Order and the terms and conditions contained herein.

"Purchase Order" shall mean and include the offer to purchase goods or services as detailed on the fore-page under the terms and conditions detailed herein. "Goods" and "Services" shall share the definition as provided for under the Central Goods and Services Act, 2017.

Acceptance

This Purchase Order is an offer by the Purchaser directed towards the Seller for the purchase of Goods or Services in accordance with and subject to the terms and conditions contained herein. The offer shall be deemed to be accepted by the seller upon the first of the following to occur: a) Seller affixing his signature to the Purchase Order and returning the same to the Seller; b) Seller issues a Sales Order on the same financial terms as the Purchase Order; c) Seller performs under this Purchase Order to any extent; and d) with the passage of 10(ten) days after receipt of this Purchase Order by post or e-mail, the Seller does not provide strict acceptance or rejection of the offer.

Delivery and Inspection

Seller shall deliver the Goods and/or perform the Services at the location mandated by the Purchaser strictly within the timeline prescribed under the Purchase Order. In the event no specific delivery date is prescribed by the Purchase Order, the Seller shall endeavour to fulfil its obligations under the Purchase Order at the earliest and on priority. The Buyer shall reserve the right to inspect the Goods and/or test the services on or after Delivery Date within a reasonable timeframe and may at its sole option reject all or any portion of such Goods or Services supplied on account of non-conformity as to quantity, quality, or utility. The Seller shall forthwith remedy the shortcomings on priority to the satisfaction of the Buyer, failing which the Purchase Order may be cancelled, Goods returned and payment withheld by the Buyer.

Pricing

The "Net Price", "Grand Total" or "Total Price" as contained under the Purchase Order shall include Taxes and Shipping, unless otherwise written and explicitly provided for in the Purchase Order.

Warranty and Guarantee

Seller warrants to the Buyer that for a period as stated overleaf, from the Date of Delivery, all Goods and Services shall be: a) new and free from any defects in workmanship, material and design; b) strictly conform to specifications mandated by the Buyer and contained in the Purchase Order; c) be free from all liens, security interests and other encumbrances; and d) not infringe in any way on 3rd party intellectual property rights.

Indemnification

Seller shall defend, indemnify and hold harmless the buyer, its subsidiaries, its employees, directors, officers, shareholders, affiliates and assigns against any and all losses, liability, claims and actions arising out of or in connection with the scope of supply of the seller.

Assignment & Sub-Contracting

Seller shall ensure that any sub-contracting+^{B14} or assignment it may enter into to other 3rd party vendors in pursuit of fulfilment or accomplishment of this Purchase Order shall be on the same, and be wholly compliant with the, terms and conditions contained herein. The Purchase Order and its terms and conditions shall be binding on the 3rd party vendor engaged by the Seller. Moreover, any terms and conditions entered into between the Seller and his 3rd party vendor shall in no way, form or manner be applicable to or enforceable on the Purchaser.

Legal Compliance

Seller warrants and represents to the Buyer that it is in whole compliance with, and shall remain in total compliance of, all applicable laws and regulations in present and that may be notified in the future.

Relationship Nothing in this purchase order or terms and conditions contained herein shall be deemed to constitute a partnership or agency agreement between the parties.

Jurisdiction

The Courts at Bangalore alone shall exercise exclusive jurisdiction to hear disputes arising out of or in connection with the Purchase Order, Purchase Invoice or Sales Order.

Miscellaneous

In case of any variance between terms of the present Purchase Order and the Sales Order/Purchase Invoice, the terms present herein shall override that of the Sales Order or any other communication issued by the Seller.

GST

a) Supplier may charge and Swiggy will pay Goods and Services Tax ('GST') as applicable by law amended from time to time, provided that such GST is stated on the original invoice that Supplier provides to Swiggy and meets the requirements of a valid tax invoice under the GST laws and regulations in force at the time of issuance of the invoice. Supplier hereby undertakes to remit applicable GST to the appropriate GST jurisdiction of the applicable taxing authority within the time specified in the GST Law in force at the time of issuance of the invoice and report the details of the invoices in the returns within the prescribed time limit so that Swiggy can take input tax credit of the GST paid.

b) In the event, the input tax credit of GST is denied or payment of GST is sought from Swiggy, for reasons including but not limited to, issuance of a deficient invoice, default in payment of GST, inappropriate reporting in the returns filed, invoices not reported in the returns by the 10th of the next month or any such other time limit prescribed under the GST law to file the returns, or any other non-compliance of applicable laws and regulations by Supplier, Supplier shall become liable to promptly, without delay or demur, reimburse to Swiggy the following:

- (i) all the GST payable for the supply as per the scope mentioned herein, and/or;
- (ii) the disallowed or unavailable input tax credits which otherwise Swiggy would be entitled under the applicable law;
- (iii) interest and penalties associated with such disallowed or unavailable credits or such GST payment sought from Swiggy; and
- (iv) all other additional taxes or late charges that may be demanded by or may become payable to the taxing authority from Swiggy.

c) Supplier acknowledges and agrees that in the event, any tax proceedings are initiated against Swiggy, Supplier shall fully cooperate with Swiggy by furnishing the relevant information related to the supply provided to Swiggy on timely basis as may be required by Swiggy. Furthermore, all the damages and other costs incurred by Swiggy due to any fault of Supplier, Supplier shall indemnify Swiggy for all such damages and other costs.

d) Supplier acknowledges and agrees that it would adhere to the applicable GST compliances that may be monitored by the taxation authorities and any defaults may result in blacklisting or special scrutiny of either of the Parties. Accordingly, in the event of continuing defaults from Supplier, which results in any kind of adverse actions against Swiggy including special scrutiny of the books of accounts of Swiggy, then Swiggy shall have the right to immediately terminate this Agreement for violation of law committed by Supplier and the breach of this Agreement.

e) Supplier shall comply with Anti Profiteering Measure as defined under section 171 of the Central Goods and Services Act, 2017 including such rules, guidelines, circulars, notification etc., as may be issued by Government from time to time. Further, as required under Anti Profiteering Measure of the GST Law, Supplier shall pass on the benefit of any tax credits / reduction in rate of output taxes/ benefits to which Swiggy shall be eligible under GST by way of reduction in the base price charged to the Swiggy and Swiggy reserves its rights to seek any information that may be appropriate to meet this purpose.