

PURCHASE ORDER



Vendor Details: Connectivity IT Solutions Pvt Ltd (300188) MSME Gangothri, 31st cross, 10th Main Banashankari 2nd Stage Bengaluru 560070 TRN No. : SERVICES		P.O. Number: 8000006085 P.R. Number: 0010023858 P.O.Date : 01.12.2020 Delivery Date: 30.11.2021	
Vendor Information: Tel No. - 080-26706555 PAN No. - GSTIN: -29AAGCC1283L1ZC		Delivery Address: Manipal Global Education Services Pvt. Ltd. Manipal Academy of Banking (MAB) Campus Survey No: 36, Chokanahalli (Behind Diana College), Hegde Nagar, Jakkur Post, Bangalore North, Bangalore - 560 064 Contact Person: Anil Tel: +91-80-66021463	
Vendor Quotation Number:		Cost Center: 1014000000 - MUBC north campus # Common Billing Address: Manipal Global Education Services P Ltd Manipal Towers, #14, Airport Road,, HAL II Stage, Bangalore, 560008 Att.: Our GSTIN: 29AACCM6313P1Z1 Corporate Identity No: U74140KA2001PTC029678	
SI No.	Item Description	HSN/SAC	GST SLAB
1	Cisco Webex - 01 license	9954	18 1.000
Software License Fee			1.000
			AU
			15,210.00
			15,210.00
			CGST 9.00 %
			1,368.90
			SGST 9.00 %
			1,368.90
			Total
			17,947.80

Amount In Words:- SEVENTEEN THOUSAND NINE HUNDRED FORTY SEVEN Rupees EIGHTY Paise Only

TERMS & CONDITIONS FOR THIS ORDER:

CURRENCY & PRICE:

- 1) The price mentioned is inclusive of all charges for the above scope of work .
- 2) We shall not accept any change in the price; no other charges will be paid.
- 3) Invoice should contain our Purchase Order No and Date.
- 4) Invoice should contain our office complete address with GSTIN.
- 5) Invoice should show the tax break-up with applicable HSN/SAC.

DELIVERY:

- 1) Validity - 1 Year from the date of delivery.

PAYMENT:

- 1) 100% in advance from the receipt of tax invoice and on confirmation from our Technical Team.

TAXES & LEVIES:

- 1) The statutory deductions as applicable will be deducted from



Remittance.

2)Applicable amount with regards to TDS shall be deducted from the amount payable.

GENERAL TERMS AND CONDITIONS

1. Applicability of General conditions

These General Purchase Conditions are applicable to all Requests for Proposals, and orders - by whatsoever title- for purchase and supply, hire purchase, leasing and rental of movable items, and all requests for proposal and agreements for performance of contracts for services and the supply of services (hereinafter "The Agreement") to the Company specified in the purchase order (hereinafter "Company"). The applicability of general terms and conditions of other party (hereinafter "the Supplier") is explicitly excluded, unless parties agree otherwise in writing.

The General Purchase Terms and Conditions shall apply for all supplies of goods and services to the Company. Company reserves the right to change these conditions, and this Agreement will remain unchanged, unless it is terminated by the Company. The terms of this Agreement shall supersede and prevail over any other terms and conditions, understandings, proposal or any other written documents agreed, signed between the parties.

2. Conclusions

The Agreement will solely be concluded by approval in writing by one or more natural persons authorized to represent Company the Company. Verbal communications or negotiations in any form are not binding on Company. If Company sets a Request For Proposal (RFP), the conditions stated therein will apply and if agreement is reached, the RFP will form part of the Purchase Order.

Until Company has confirmed the respective agreement in writing by issuing a Purchase Order, the Supplier will waive any claims for non-fulfilment of an expectation -whether or not justified - to conclude an agreement. Company will be entitled to cease negotiating agreements at any time and under any circumstances without having to state reasons or incurring an obligation to compensate the Supplier, unless Company had agreed in writing prior to the negotiations to compensate certain expenses or loss incurred by the Supplier to make its proposal or enter into negotiations with Company. Proposals submitted by the Supplier will be valid for at least six months and may not be withdrawn prematurely, unless mutually agreed for any revisions. By issuing a proposal to the Company, the Supplier declares that it has properly ascertained the requirements set out by Company and has adequately informed itself of all relevant facts and circumstances that may affect the supply of movable items and services to Company

3. Rates, invoicing and payment

Proposed prices are fixed and cannot be changed during the terms of the Agreement. All expenses, forwarding costs, travelling and accommodation expenses, if applicable for delivery of goods or services are included in the prices and may not be charged separately to the Company, unless explicitly agreed otherwise in writing. Prices stated will be exclusive of applicable VAT, Service Tax or GST (Goods and Service Tax).

Supplier shall invoice Company no later than thirty (30) days after completion of the Services. Invoices must match the respective orders and the quantity of the goods or services supplied and state the following information clearly:

(i)The delivery address; (ii) The delivery date; (iii) The net price of the goods or services, specified per item ordered; (iv) The address of the supplier as indicated in the RFP or Purchase Order; (v) The name of the ordered and contact person of the Company; (vi) The Purchase Order number; (vii) The specification and quantity of the invoiced products / services; (viii) The VAT / goods and service Tax rates (break down); (ix) The bank account number (SWIFT/IBAN No.); (x) Goods and Service Tax registration no.

Original invoices should be sent by post / courier addressed to the Procurement Department. In case invoices does not contain the above details are not fulfilled, Company will be entitled to return the invoice and the related amounts will not be due and payable, until the corrected invoice is received by Company. The invoice date of such corrected invoice will be date of sending of new invoice.

It is hereby agreed that Supplier shall provide to the Company true and correct information/ document as may be required as per the Income Tax Act, 1961, rules, regulation, laws as may be applicable from time to time in relation to this Agreement. Company shall have no obligation to make any payment pursuant to this Agreement unless Supplier is in compliance with all its covenants, agreements and warranties hereunder. Company shall not withhold any income or corporate taxes on Supplier's behalf. Supplier hereby agree to pay all taxes in a timely manner and as prescribed by applicable law.

Notwithstanding anything contained herein to the contrary, Company shall not be liable for the payment of any charges or other costs that are the result of mistakes or negligence on the part of the Supplier or a third party engaged by the Supplier in providing such Services

Company shall in its sole discretion reserve the right to deduct following amounts from the payments due and payable to the Supplier:

(i) Any payment made to the Supplier by the Company to which Supplier is not entitled under the Agreement; (ii) Any amount that has been charged by the Supplier in excess to the charges or fees agreed under this Agreement; (iii) Any amount that has been fraudulently charged to the Company.

In case the payments due and payable to the Supplier as per the terms of the Agreement are insufficient to provide for the aforesaid amounts, the Company shall be entitled to recover the same by undertaking such legal recourse as may be deemed fit.

If Company rejects any products or services after payment, the Supplier will immediately send a credit note that fully credits the invoice of the goods and/or services supplied. The Supplier will subsequently send a new invoice in which solely the approved part of the delivery is invoiced. Otherwise, Company shall have a right to set off such amount against any payments pending from the Company.

Payable import duties and statutory taxes and dues relating to an order will be charged to Company only once. Any subsequent levies will be for the account of the Supplier.

The payment term will be 60 days to be counted from the day that Company receives and accepts an undisputed invoice. The fee does not include applicable transaction taxes. If Supplier is required to pay any state, local or value added tax (VAT), Sales Tax, Goods and Services Tax (GST) or similar applicable taxes by law, cess, levies based on the services or products provided, Supplier shall ensure that fees are invoiced to Company in accordance with applicable rules so as to allow Company to reclaim such value-added and/or similar tax from the appropriate government authority. Nothing in this Agreement, however, shall require Company to pay any payroll, franchise, corporate, partnership, succession, transfer, income, excise, profits or income tax of the Supplier. In case of any credit, refund or other benefit is denied or delayed to Company due to non-compliance by Supplier (such as failure to upload the details of the Services/Products including but not limited to applicable returns on the Goods and Service Tax Network Portal, failure to pay Goods and Service Tax to the Government on the Services/Products), or due to non-furnishing or furnishing of incorrect or incomplete documents by Supplier, Supplier would reimburse Company the loss to Company, including, but not limited to the applicable credit loss, interest and penalty thereon, due to failure by Supplier as aforesaid.

If tax is liable to be charged/paid at the time of advances under the current service tax regime or effective date of introduction of Goods and Service Tax, Supplier should issue appropriate document (i.e., invoice mentioning the Goods and Service Tax component applicable on any Fees paid in advance) to Company and also deposit the applicable taxes as per statutory timelines. Further the Supplier should furnish such invoice details on the Goods and Services Tax portal within statutory timelines for Company, to claim appropriate credits of the same on timely basis.

If Company is required by government regulation to withhold taxes for which Supplier is responsible, Company shall deduct such withholding tax from payment to Supplier and provide to Supplier a valid withholding tax or TDS certificate in Supplier's name. If Supplier is exempt from such withholding taxes as a result of a tax treaty or other regime, Supplier shall provide to Company a valid tax treaty residency certificate or other tax exemption certificate at a minimum of thirty (30) days prior to payment being due. Should either party realize that any tax included or omitted as a result of the transactions hereunder was made in error, the Parties shall cooperate to resolve such overpayment or underpayment and to further assist in refunding or charging of any mistaken payments.

4. Performance by the Supplier

The Supplier guarantees Company that it will perform the Agreement and that any causes for non-performance will be for its account and risk, except if caused by intentional act or willful recklessness on the part of Company executive.

5. Representations & Warranties

Supplier covenants, represents and warrants that: (i) it has the legal right to provide the services /products in the jurisdictions where the services/products are provided, (ii) its services /products hereunder will be performed by qualified individuals in a professional and workmanlike manner conforming to the applicable industry standards and practices, and (iii) it is in compliance with all applicable laws, regulations, codes and standards of government agencies or authorities having jurisdiction in connection with its obligations under this Agreement; specifically, but not limited to, (a) tax, immigration, and employment laws of all jurisdictions in which its employees perform work under this Agreement; (b) comply with all laws and regulations governing environmental protection and the health and safety of its employees; and (c) comply with all applicable privacy or data protection laws of any country where work relating to this Agreement is performed; (iv) will provide all data, documents, reports and/or certifications as reasonably requested by the Company from time to time, as evidence of the Supplier's compliance to any applicable legal requirement, laws or otherwise (v) responsible for procuring and maintaining all necessary permits and licenses of governmental entities applicable to the Supplier under this Agreement. (vi) Service Provider, who is required to avail the benefits sanctioned under Micro, Small and Medium Enterprises Development Act, 2006 (#MSME), hereby represents and warrants that, it shall provide the proof of being MSME (registration certificate) to the Company and comply with Micro, Small and Medium (MSM) Enterprises under MSMED Act and applicable Rules. Service Provider shall send the details of all outstanding dues to the Company's procurement team. Service Provider further agrees and acknowledges that Service Provider is obligated to provide and update the Company within 30 days, if the Service Provider become a registered enterprise under MSME or any change in status of the enterprise under MSME Act. Company shall not be liable for any claims relating to noncompliance due to the failure by Service provider to comply with this clause.

6. Intellectual Property Rights

Company shall immediately on their creation or development, own all rights in any models, plans, programs, reports, designs or papers of similar nature including any Intellectual Property Rights therein, arising from or arising in connection to the Services or products provided under this Agreement. Supplier shall have no rights in the same. This proviso shall not be applicable for the Intellectual Property Rights of the product or services which are licensed to the Company. If Intellectual Property Rights are vested in goods, documentation and /or supplied services, Company will be licensed to these rights, free of charge as regard the use intended by it. The Supplier will inform Company on the entering into effect these rights, without additional charges, being applicable. Copyrights and Design Rights, Intellectual Property Rights and any other form of Intellectual, Industrial or protected rights including, but not limited to the recognized rights governing the protection of software, in the items supplied, irrespective of whether or not these are registered, arising from the performance of activities for Company will vest in the letter as from the commencing date of the Agreement, or immediately after Company has accepted the services or products.

The Supplier guarantees that the use of supplied goods and services does not infringe the third parties intellectual property rights and indemnifies Company against third party claims, including claims of other purchases of the Company, for infringement of third parties intellectual property rights and will compensate Company for any loss arising from infringements.

If any infringement of a third party right, to an exclusive use of the goods occurs (by delivery or by use) or if a third party's interest is unlawfully damaged, the Supplier will for its account and expense and in consultation with the Company.

(i) Replace the respective product by a product that does not infringe the third parties right or unlawfully damage a third party's interest; (ii) Acquire a license to use the respective rights; or (iii) Change the products in a way that either the infringement lapses and the use is legal or the possibilities for the use of the items as required by Company will not be restricted.

7. Training

Training required to operate/use materials/goods supplied will be provided free of cost to the Company personnel by the Supplier with the supporting documents/manual, as required.

8. Termination and Dissolution of the Agreement

Company at all times has the right to prematurely terminate the Agreement in whole or in part by means of a written communication. If Company believes that the Supplier fails or foresee that he will to comply with any of its obligations, Company is entitled to dissolve the Agreement in whole or in part, free of charges, without judicial intervention and without any prior warning or notice of default.

All amounts payable to the Company by the Supplier will immediately and fully payable. Each of the Parties will be entitled to dissolve the Agreement, in part or in full with immediate effect, without judicial intervention and notice of default if the other Party:

(i) Has applied for or has been granted a suspension of payment; (ii) Has been declared bankrupt or if any request for bankruptcy is filed; (iii) Otherwise loses the power to dispose the relevant part of its equity or liquidity; (iv) Taken over by a third party;

The other Party will be notified of the dissolution in writing. Company will be entitled to terminate the Agreement, free of charge, if performance of the Agreement, leads to a violation of the applicable laws of India or the laws of other state, including the regulations.



9. Confidentiality and Security

Parties will treat this Agreement and enter the conditions confidentially and will not make any statements to third parties, apart from preceding written approval, either the sufficiency to the legal obligations, in case of violation of the Confidentiality by the Supplier, the Supplier will, forfeit in respect of the Company and immediate without warrant or serving notice claimable penalty of last months per violation plus a fine of 1% of the above mentioned amount, per day, the violation will last (or a part from that).

The Supplier undertakes not to divulge any observations, data or information both during the term of the Agreement and after its termination - including product, market, client, and corporate data and information of Company and its affiliates or joint ventures to the third parties, nor may any data be provided to third parties or be used otherwise, including for the Suppliers' own purpose, unless this information was widely known or accessible through public sources without this being the result of violation of the present duty of secrecy.

The Supplier undertakes to use such information solely for the performance of the Agreement, concluded between them and to exclusively make available the information to the personnel in the performance of the Agreement.

The Supplier undertakes to impose the same duties of secrecy as set forth in the first paragraph of this clause on auxiliary persons in a written document accepted by the respective auxiliary persons.

The Supplier undertakes to impose a prohibition on engaged employees and third parties, which has been confirmed by the respective auxiliary persons, to take materials, data carrying materials (Such as CD ROMs, disks, USB sticks), papers and other documentation provided by Company are returned to Company immediately and any copies, if any will be destroyed, save it and in so far as these must be kept by law. In the latter case, the Supplier ensure that the copies will be kept safe.

The Supplier that processes for and on behalf of Company is obliged in its capacity as the owner of the system or the information to take adequate technical and organizational measures in accordance with the most state of the art techniques and standards, to secure the confidential information and personal data against loss or any form of unlawful processing. These measures should also aim to prevent unlawful processing of (sensitive personal data and information of a person).

Supplier shall use reasonable technical and organizational measures to ensure the security and confidentiality of Company personal data in order to prevent, among other things: (i) accidental, unauthorized or unlawful destruction, alteration, modification or loss of Company personal data, (ii) accidental, unauthorized or unlawful disclosure or access to Company personal data, (iii) unlawful forms of processing. The security measures taken shall be in compliance with applicable data protection legislations of India and shall be adapted to the risks presented by the processing and the nature of the Company personal data to be processed, having regard to the state of the art and the cost of implementation. Supplier shall immediately inform Company of any breach of this security and confidentiality undertaking, unless prohibited from doing so by law.

10. Liability

The Supplier will be liable to the Company for any loss caused by untimely or incomplete performance of an obligation arising from an agreement without prior warning or notice of default being required, irrespective of what caused the non-performance, except if an intentional act or willful omission of any personnel of Company prevented Supplier from performance under the Agreement.

The Supplier will be liable for any loss caused by persons engaged by Supplier or in the context of performing the Agreement irrespective of whether these person are Supplier's contractors.

Either Party shall not, under any circumstances, be liable for any special, indirect, incidental, punitive, or consequential losses, damages, costs, or expenses whatsoever even if such a Party has been advised of the possibility of same. Notwithstanding anything contained herein, Company's total aggregate liability for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach of this Agreement shall not, under any circumstances, exceed the amount of the fees paid/payable of the preceding 3 months under which the liability has arose.

Company will be entitled to demand the Supplier to take our reasonable third party liability insurance and to continue such insurance. The Supplier will provide Company with proof of copies of such insurance upon request and subordinate Company to the rights arising from such insurance policy at the discretion of Company, vest a right of pledge on the policy with Company as an additional beneficiary.

11. Data Protection and Privacy Laws

"Personal Data / Personal information/ Personally Identifiable information (PII)" shall mean any data that could potentially identify a specific individual directly or indirectly and shall have same meaning as stated under the rules made under Section 43A of Indian Information Technology Act, 2008(Amended) or defined by and under any law passed by Government of India.

#Sensitive Personal Data", #Confidential Information" shall have the same meaning as in the Information Technology Act, 2008 (Amended) and rules and their cognate terms shall be construed accordingly.

11.1 Insofar as the Supplier processes any Personal Data on behalf of any member of the Company under or in relation to the Agreement, the supplier shall:

(A) Process the Personal Data only on behalf of Company (or, if so directed by Company, other members of Company's Group), only for the purposes of performing the Agreement and only in accordance with instructions contained in the Agreement or received from the relevant member of the Company from time to time.

(B) Not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorized in writing by Company or compelled by law to make such disclosure;

(C) Take reasonable steps to ensure the reliability of any of the Supplier Personnel who have access to the Personal Data;

(D) Obtain prior written consent from Company before transferring the Personal Data to any sub-contractor or other third party;

(E) Ensure that only those of the Supplier Personnel who need to have access to the Personal Data are granted access to such data and only for the purposes of the performance of the agreement and all of the Supplier Personnel required to access the Personal Data have received training and/or instruction in the care and handling of Personal Data, are informed of the confidential nature of the Personal Data and comply with the obligations set out under the Agreement;

(F) Not publish, disclose or divulge any of the Personal Data to any third party (including for the avoidance of doubt the Data Subject itself) unless directed to do so in writing by Company;

(G) Notify Company (within three (3) days) if it receives:

(1) A request from a Data Subject to have access to that person's Personal Data; or

(2) A complaint or request relating to Company's obligations under the Data Protection and Privacy Laws; or

(3) Any other communication relating directly or indirectly to the processing of any Personal Data in connection with this agreement;

(H) Provide Company with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Data, including by:

(1) Providing Company with full details of the complaint or request;

(2) Complying with a data access request within the relevant timescales set out in the Data Protection and Privacy Laws but strictly in accordance with Company's instructions;

(3) Providing Company with any Personal Data it holds in relation to a Data Subject making a complaint or request within the timescales required by Company; and

(4) Providing Company with any information requested by Company;

(I) Permit Company or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Supplier's data processing activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by Company to enable Company to verify and procure that the Supplier is in full compliance with its obligations under clause applicable Data protection and privacy laws; and

11.2 The Parties acknowledge that Company is the "controller" of the Personal Data and the Supplier is acting as "processor" on behalf of Company (as such terms are defined in the Data Protection and Privacy Laws).

11.3 In the event that the Services require the Supplier to host or otherwise manage and/or administer a website on behalf of Company, the Supplier undertakes not to use or make available itself or through any other party, any information posted on such website by users, or any statistics or other information obtained or derived from such website or from the provision of the Services, including the number of users, regularity of use, names, addresses, telephone and fax numbers, e-mail addresses or any other details, all of which are the property of Company.

11.4 The Supplier acknowledges that all right, title and interest in the Personal Data is vested solely in Company.

11.5 On termination of this Agreement, for whatever reason, or its expiry the Supplier shall cease to use the Personal Data and shall arrange for the prompt and safe return to Company of all Personal Data together with all copies in its possession or control.

11.6 The Supplier shall (and shall procure that each Sub-Contractor shall), comply at all times with all Data Protection and Privacy Laws and shall not perform their obligations under this Agreement or any Sub-Contract in such a way as to cause either Party (or a member of the Company Group) to breach any of its obligations under the Data Protection and Privacy Laws. The Supplier shall immediately notify Company in the event that it becomes aware of any breach of the Data Protection and Privacy Laws by the Supplier or any of the Sub-Contractors in connection with this Agreement.

11.7 The Supplier shall, at all times during and after the Term, indemnify and keep indemnified all members of the Company against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by a member of the Company and arising from any breach of the Supplier's confidentiality obligations in whole or in part, Supplier's breach of these Privacy and/or security and Data protection terms except and to the extent that such liabilities have resulted directly from Company's (or its affiliates) instructions, or breach of this Agreement by Company.

12. Audit and Records

Supplier shall maintain, at its offices, complete and accurate books and records, supporting data and other evidence related to the provision of Services/products hereunder in accordance with generally accepted accounting principles. Company, its authorized employees, agents and representatives, shall have the right, under strict confidentiality and sole responsibility of Company, at any time during normal business hours, and with no less than seventy-two (72) business hours' notice, demand for concern excerpts to inspect and audit from such books and records which may involve performance under, or transactions related to this Agreement, and/or Supplier's compliance to any sections of this Agreement. Supplier shall also provide Company with any reports or documentation reasonably necessary to provide, with respect to the Agreement, from time to time. On demand Supplier will produce the documents concluded with auxiliary persons as referred to in this provision for inspection of Company or a third party to be designated by Company and provide copies thereof in order to facilitate checking and documents its compliance thereof. If during the verification it is found that Supplier failed to comply with all or part of its obligations, the costs relating to this audit will be charged to the Supplier. Supplier agrees to maintain accurate and complete records relating to this Agreement for maximum period of eight (8) years or any other maximum period as per applicable law, from the expiration or termination of this Agreement.

13. Dispute and applicable laws

The Agreement and terms of engagement are governed by laws of India. All disputes under this Agreement will be settled by the exclusive and competent courts of Bangalore, India. The Supplier waives any other jurisdiction for dispute resolution under this Agreement.

14. Integrity and Business responsibility

The Supplier declares that it complies with ethical and business responsibility standards. The Supplier guarantees that it does not violate any Indian or foreign legislation or regulations during the delivery of movable items or services to Company and that it has adequate internal quality controls in place guaranteeing the integrity and responsibility of its business operations.

The Supplier guarantees Company that the Supplier and/or the auxiliary persons pose all the required licensed to be able to execute the Agreement and indemnifies Company in and out of court at its first request thereto against any and all claims, damages and expenses, including any penalties and full legal expenses and expert opinions - which Company may incur as a consequence of the sole non-compliance with this guarantee. The Supplier guarantees that it and the third parties engaged by it will not involve in discrimination, child labour and any other inadequate working conditions.

On demand, the Supplier will grant Company or a third party to be designated by Company accessible to its Company to check compliance with this clause. If the finding shows that the Supplier has failed to comply with all or part of its obligations. Company is entitled to terminate the Agreement with immediate effect. The Supplier will be liable for all damages thus sustained and will bear the costs relating to such checks.

15. Anti - Bribery and conflict of interests

The Supplier will not offer Company or any third party, nor will it request, accept or receive any commitment of- for itself or for any other party-any donation, remuneration, compensation or benefit of whatsoever kind that can also be interpreted as illegal practices. Any such practices would lead to full or partial termination of the Agreement, without Company being liable to pay any compensation.

16. Obligations of the Supplier

Sub-assignment (including sub-contracting) and seconddment - The Supplier is not permitted to transfer all or part of its obligations under the Agreement to a third party without prior written approval by the Company. The Supplier will in all cases remain responsible for the full compliance with its obligations under the Agreement. If Company grants permission for engaging subcontractors or third parties by the Supplier, this be subject to the condition that the respective third party guarantees compliance of the full Agreement and accepts joint and several liability towards Company. The Supplier will guarantee compliance therewith by that third party towards Company. On demand, the Supplier will provide Company with all information required by the latter with respect to any work performed by third parties.

At the request of the Company, the Supplier will cooperate with third parties designated by the Company. On such occasions, the Supplier itself is responsible for coordinating its work with the third



parties involved. At the request of the Company, the Supplier will provide the third parties designed by Company with instructions relating to the performance of the Agreement. At all times the Supplier will be and will remain responsible and liable for complying with the obligations it has under tax and social insurance legislation. The Supplier will indemnify Company from related claims.

17. Force Majeure

If either party is in breach of this Agreement or in default of its obligations hereunder because it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly from causes beyond the reasonable control of such party, such as but not limited to, acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, or any other legitimate cause beyond the reasonable control of the Parties, the party whose performance is affected or is likely to get effected thereby, shall notify the other party of the occurrence of such cause, and the time allowed for performance by the affected party will be extended for the duration of such cause. However, if as a consequence of such cause, performance by a party under this Agreement shall be prevented for a period longer than 15 days, then the other party shall have the right to terminate this Agreement after a month's notice. The terms of termination under this condition will be with no liabilities or penalties. Supplier shall repay the advance payment, if any advance payment paid by the Company to the Supplier.

18. Miscellaneous

Company or its duly appointed third party representative shall have the right with reasonable notice to audit the Supplier for invoices, compliance with the terms of this Agreement. Supplier shall not use Company's logo, trade mark, trade name and issue any news releases, advertisement, publicity, or promotional material regarding the engagement or Supplier relationship without Company's prior written consent. Supplier shall not assign or transfer any of its obligations, arising from this Agreement. This Agreement sets forth the entire understanding and agreement of the Parties and may not be changed orally but only in writing, signed by both Parties. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail to the above given address. If applicable, the Company may reduce any payment due to the Supplier under this Agreement by any amount which the Supplier must pay to the Company, including costs, charges, damages and expenses and any debts owed by the Supplier to the Company on any account whatsoever. This does not limit the Company's right to recover those amounts in other ways. The provisions of this Agreement, by its nature shall survive the termination or cancellation of Agreement.

B. Supply of movable items

19. Applicability

The supplementary condition included in this Part B are supplementary to the General Conditions of Part A of these General Purchase Conditions applicable to Requests for Purchase Orders, and agreements for purchase and supply, hire purchase, leasing and renting of movable items by the Supplier. Where the conditions included in Part B conflict with the General Conditions of Part A of these General Purchase Conditions, the provision of these supplementary conditions will prevail.

20. General requirements

The Supplier guarantees that the items supplied will at least:

- (i) Flawless and function properly in accordance with the Agreement and with what may be expected of the respective goods generally;
- (ii) Be suitable for the purpose for which the goods are inherently intended as proved by the order;
- (iii) Comply with the specifications in the agreed documentation;
- (iv) Comply with the requirement of laws and regulations;
- (v) Comply consistently with requirement of type approval;
- (vi) Be flawless in respect of material, manufacturing, construction and design;
- (vii) Be made with reliable and new materials.

Documentation will be made available in English.

21. Manufacture and quality guarantee

Whenever requested, the Supplier will provide Company with the opportunity to (partly) inspect the manufacture goods. At Company's request, the Supplier will provide testing and measuring equipment and staff support free of charge. Company will be entitled to have products tested by an independent testing agency. If the testing agency disapproves of the goods or finds deficiencies, the expenses of the testing agency will be for the account and expense of the Supplier.

22. Harmful substances and/or preparations

The Supplier guarantees that the goods themselves meet requirements of statutory regulations and do not contain substances and/or preparations banned by national or international statutory regulations. The goods will not contain substances that cannot be processed in a normal waste processing process.

If requested, the Supplier will provide information on the extent that the environment was considered in designing the product. The Supplier will provide Company with a list of substances and/or preparations present in the goods which are harmful to humans, business or the environment. The Supplier guarantees to complete and up to date information is provided. The Supplier will provide information on the parts of the goods that are suitable for re-using or recycling of being burnt at the end of the products lifecycle. For this purpose, the Supplier will take the goods back or pay Company an adequate compensation for the waste processing/recycling obligations.

The Supplier will guarantee that when performing the Agreement it will solely use materials and equipments that satisfy highest requirements in terms of effectiveness, reliability, durability and safety. If Company so wishes the Supplier will grant inspection of the measures that it has taken follow up this guarantee as well as the way in which they have been implemented. Without prejudice to the guarantee obligation of the Supplier in the case at hand, Company is entitled to inspect and test the materials and machines used by the Supplier to perform the Agreement.

23. Delivery

The agreed date of delivery, dates or term(s) will apply as firm deadlines and apply to the whole of the delivery, including the respective documentation. The Supplier will promptly inform Company of a (Likely) failure to deliver on the delivery date, dates or term(s). If the Supplier fails to perform its obligation, it will be liable for a fine of 1% per calendar day of the price of the goods to be delivered up to a maximum of 25% of the price. The payment of fine will not prejudice the Supplier's obligation to compensate any loss caused to Company by the delay in delivery.

The terms of the delivery are Delivery Duty paid in accordance with the terms applicable at the time of order. The fully completed bill of lading will state Company's purchase order number. A Shipment may be refused by Company (in full or in part) if:

- (i) The shipment does not contain the number of units stated in the bill of lading;
- (ii) The contents of the shipment or the packaging is damaged or deviates from the specification of the Agreement;
- (iii) The shipment is not delivered on the agreed dated or to agreed location.

A shipment will be considered delivered after Company has signed the bill of lading for receipt. The Supplier will take a refused shipment back immediately after refusal. If it is impossible to take the goods back immediately, the Supplier will collect or have the shipment collected as soon as possible.

24. Risk and title

The risk of damage and the title to the goods will devolve on Company from the moment that Company has accepted and signed for the shipment, or effectively stated using the goods, or if the term of 30 calendar days mentioned below has lapsed without Company having rejected of the goods. Within a period of 30 calendar days from date of delivery, the supply or part of it be rejected if non-performance under the Agreement is proved. If the supply or part of it is rejected Company will have a discretionary right to demand from the Supplier that the missing goods supplied within 3 working days after receipt of a notification of rejection or that the rejected part repaired or replaced, or to cancel the Agreement in full or in part, without prejudice to Company's right to compensation. If the rejected goods are not collected, Company may return the rejected goods to the Supplier. The expenses of re-testing and transportation of the goods are for the account and expense of the Supplier.

25. Guarantee

If (parts of) the supplied goods show a deficiency, the Supplier will for its account and expenses, after receipt of a notification in writing from Company explaining the deficiency, have the respective parts of the products repaired or replaced at soon as possible through not repaired or replaced as soon as possible though not later than within three (3) weeks of receipt of notification. The term 'deficiency' applicable in this provision will be defined as: the non-compliance of the products with the Agreement, unless caused by normal wear and tear. If there is an urgent interest, Company may repair the deficient (parts of) the products at its own location, without prejudice to its entitlement to claim damages or without loss of guarantee. The Supplier will advise Company at its request free of charge. This does not impair the other rights of Company ensuing from the Agreement and the law.

26. Product liability

The Supplier will indemnify Company for third party liability for defective products in accordance with the product liability provisions applicable.

C. Supply of Services

27. Applicability

The supplementary conditions included in this Part C, are supplementary to the General Conditions of Part A and apply to Requests for Proposal and agreements for the performance contracts for services and the supply of services by the Supplier. Where the conditions in this Part C deviate from Part A General Conditions, the provisions of these supplementary conditions prevail.

28. Auxiliary persons and materials

The Supplier guarantees that for the performance of an engagement solely (subordinate) auxiliary persons are engaged with necessary skills, capabilities, experience and education of the highest standards. At Company's request, the Supplier will provide information on the measurement in place to ensure that this guarantee can be fulfilled and the way in which measures are implemented. If in Company's opinion the auxiliary persons are found to be non-satisfactory, Supplier shall make immediate replacements.

The Supplier guarantees that it solely engages auxiliary persons who are authorised and entitled to perform the related work and on demand indemnifies Company in and outside court against any and all claims, damage and expense - including any and all penalties and the full legal expenses and all expert reports - that may affect Company due to the sole non-compliance in respect of this guarantee.

29. Acceptance Criteria

Supplier shall provide the Services to Company pursuant to the specifications agreed between the parties. Unless a different procedure for acceptance is set forth or mutually agreed, Company shall commence acceptance testing upon delivery of the Services. Upon completion of such acceptance testing within a period as agreed, but not exceeding thirty (30) calendar days from the date of receipt, Company shall issue to Supplier a notice of acceptance or rejection of the Services. In the event of rejection, Company shall give its reasons for rejection to Supplier in reasonable detail. Supplier shall correct any deficiencies or nonconformities and resubmit the rejected items as promptly as possible without any additional cost. If no notice of acceptance or rejection of the services is received by Supplier within the period mentioned above, the Services shall be deemed to be accepted by the Company (Deemed Acceptance).

30. Timesheets

The Supplier or the respect personnel provided by it will record the hours worked in writing or in the designated system of Company-as instructed by Company. Each week, a copy of the time sheet be submitted to the responsible officer of Company for their written approval. Unless the Agreements provides otherwise, the Supplier will also attach a copy of the approved time sheets in its invoices.

31. Declaration of Income Tax status

During the entire term of the Agreement, the Supplier provides valid income tax declaration- the Permanent Account Number (PAN) applicable under Income Tax Act, India, - in case of non-resident-PAN, and a declaration of Income Tax status valid Permanent Establishment (PE) / Non-Permanent Establishment declaration (NPE) declarations have been declarations, deductions for lower income tax prior to commencement of Agreement and start of each subsequent financial year. If no such declarations are provided by Supplier by the due date, Company will be bound to withhold the applicable tax, at such higher percentage as applicable for the services rendered under this Agreement.

32. Continuity and Payment

Sickness, holidays of personnel of Supplier shall be bound by holiday policy of Supplier. Only actual worked days will be paid, as approved by authorised representative of Company. If work is performed on the basis of a monthly amount, this amount will be proportionately reduced in the vent of sickness and absence. Replacement costs shall be at the costs of the Supplier.

33. Termination and dissolution of the Agreement

In addition to the termination and possible dissolution of the Agreement set forth in Part A of these General Purchase Conditions, Company may forthwith and without any cost terminate the Agreement for supply of a staff member of the Supplier if:

- (i) The Supplier or a personnel of Supplier fails to observe the instructions issued for the work to be performed; or
- (ii) The Supplier or a personnel of Supplier fails to perform the agreed upon activities at agree-upon times; or
- (iii) Company believes that the Supplier or a personnel of the Supplier does not properly performance of the work assigned or should otherwise be replaced; or
- (iv) The employment contract or the assignment for which the Supplier was contracted is terminated or the contract to perform services between the employee and the Supplier is terminated during the term of the Agreement for whatever reason; or
- (v) The Supplier or a personnel of the Supplier is not able to submit a valid Declaration of income tax status; or

A contact for the supply of a personnel of the Supplier to work under the management and supervision of Company will terminate by operation of law or an assignment of the Supplier was terminated by operation of law immediately after expiry of the term agreed upon in the Agreement or after any written extension of this term.

34. Rules of professional conduct and聲明

The Supplier guarantees that it and/or any staff it has made available to work under the management and supervision of Company will comply with the professional code of conduct applicable to their work at Company and that they will follow up the instructions and the policy and Company including Code of Ethics and most recent version of the Supplier Code of Conduct will apply. This policy includes guidelines in respect of having a financial interest with or in clients of Company, privacy data, integrated security policy, risk management and accepting and performing other positions. Compliance with the policy will also be laid down a written statement each employee must sign prior to commencement of the work.



Supplier who is a natural person, shall ensure that all its personnel deployed for delivering various services under this Agreement, are properly screened and provide following validly verified document copies:

(i) Identity card; (ii) Curriculum vitae over the five years prior to the work at Company; (iii) Background verification check of last two year and Certificate of good conduct from at least two previous employers; (iv) Examining, and verifying diplomas, testimonials and references;

Where Supplier is a legal person, that engages a natural person to perform the services under this Agreement, Company may perform or order performance of a screening prior to concluding the Agreement of both the Supplier and the natural person. In addition to the termination as provided under the General terms of purchase conditions, the Agreement will end by operation of law, whenever the Supplier or auxiliary person undergoes mandatory screening by an organisation Company has engaged for these purposes and the findings of the screening are undesirable or whenever it has been established that the Supplier or its auxiliary person refuses to cooperate.

35. Non-solicitation clause

During the period of twelve (12) months after termination or expiry of this Agreement irrespective of the manner in which and the reasons for which the Agreement was terminated - the Supplier may not, without the explicit prior written consent of Company:

(i) In any way, either directly or indirectly, maintain business contact with or work in the employment of any persons, institutions, companies or enterprises with which the Supplier maintained whatsoever business contacts prior to the termination or expiry of this Agreement, to induce them or sever their ties with Company; (ii) Induce employees who have or had been employed by Company during a period of 2 years to termination of the Agreement to terminate their employment with Company, to hire such employees, to have them perform work or to otherwise maintain any type of commercial relationship with those employees or former employees of Company.

In the event of breach of the provisions of this Agreement, for each violation the Supplier will pay penalty immediately of the aggregate sales realized during the last 12 months prior to termination of this Agreement without further notice, notice of default or judicial intervention being required, without prejudice to Company's right to claim full damages and to demand performance. Payment of the penalty referred to in this clause will not discharge the Supplier from the obligations set forth in this Clause.

36. Recruitment and selection services

In case the Supplier is engaged to recruit and select staff for Company and a candidate hired by Supplier no longer works for Company within 6 months after the employment has commenced to recruit and select a new candidate free of charge. This regulation does not apply when the candidate is no longer employed by Company due to drastic changes in job role, restructuring, merger, acquisition or bankruptcy proceedings.

37. Compliance with Laws

Supplier represents, warrants, certifies and covenants that: (1) it shall perform the services and activities pursuant to this Agreement in compliance with any applicable provisions of any central, state, or local law or ordinance and all lawful orders, rules, and regulations issued and in force in the territory of the Republic of India, and it shall comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in this Agreement; (2) it shall take appropriate actions to provide a safe and healthy workplace to its employees or persons involved in the provision of services under this Agreement, and to protect local environmental quality; (3) that no services supplied under this Agreement have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the applicable minimum working age law, or in violation of minimum wage, hour of service, or applicable overtime laws; and (4) it shall ensure that all is compliant with all applicable laws in respect to its employees and contractors' conditions of service, compensation and benefits including but not limited to minimum wages, leave, provident fund, superannuation, gratuity, ESI, and workmen's compensation. Further, in accepting this Agreement, Supplier represents that the goods or services to be furnished hereunder were or will be produced in compliance with the requirements of the applicable labour and employment laws in India in force in India, as amended from time to time. Supplier agrees and acknowledges that all associates rendering the Services hereunder shall be employees of the Supplier. Supplier agrees to ensure that all the required timely payment of employee salaries, applicable statutory payments and other dues shall be paid and supporting documents evidencing such statutory payouts shall be submitted to the Company on or before 15th of subsequent month for invoice processing.

For Manipal Global Education Services Pvt. Ltd.

Read and Accepted

Connectivity IT Solutions Pvt Ltd

Signature and Date

**Rajesh Komarla
AGM-Procurement**

This is an electronically generated document. No signature is required as long as the name and designation appear on this document.

Note: For any clarification or concerns, Supplier/Service Provider needs to revert within 3 days from the date of PO. Otherwise it is considered as deemed acceptance by the supplier/service provider