

**Awfis Space Solutions Limited****Page: 1/6****Vendor Number:** 6000002556**PO Number:** 4500001032**Vendor Details :****PO Date:** 22-May-25

CONNECTIVITY IT SOLUTIONS PRIVATE LTD.

**Community Manager:** Rahul Mahto

1st Floor, No. 1877, Gangothri, 31st Cro

**Contact Number:** 08287261651

999999

**Email:** rahul.mahto@awfis.com**PAN Number :** AAGCC1283L**GST Number :** 29AAGCC1283L1ZC**Billing Address :****Shipping Address :**

Awfis Space Solutions Limited

Prestige Technology Park

Renaissance Centra, 27 &amp; 27/1

Sy.No.110/1, 2 &amp; 3, 6th Floor,

Kalinga Rao Road, Mission Road

Valence Block, Prestige Technology Park

Sampangiramanagara

III, Amane Bellandur Khane Village,

560027 Bengaluru

560103 Bengaluru

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<b>Item</b>	<b>ID</b>	<b>Description</b>	<b>UOM</b>	<b>Qty.</b>	<b>Rate</b>	<b>GST</b>		<b>Total Amount</b>
						<b>Rate%</b>	<b>Amount</b>	
00010	40002415	MS125-24P Access switch	D	24	9095.00	18.00	39290.40	257570.40
00020	40002414	FPR3110 Firewall	D	24	2340.00	18.00	10108.80	66268.80
00030	40002412	MR36-HW Access point	D	24	14300.00	18.00	61776.00	404976.00
00040	40002413	C9500-24Y4C core switch	D	24	3340.00	18.00	14428.80	94588.80
00050	40002410	WS-C3850 WAN switches	D	24	800.00	18.00	3456.00	22656.00
00060	40002411	SFP-10G-SR Module	D	24	1680.00	18.00	7257.60	47577.60
00070	40002408	QSFP transceiver module	D	24	480.00	18.00	2073.60	13593.60
						<b>Sub Total</b>		7,68,840
						<b>GST</b>		1,38,391.20
Order Amount (In words) - Nine Hundred and Seven Thousand Two Hundred and Thirty-One Rupees and Twenty paise						<b>Grand Total</b>		9,07,231.2

**Payment Terms:**

Payment 100% after Delivery

**Specific Terms and Conditions:****Prepared by:** Neha Awfis

**TERMS AND CONDITIONS**

1. In this PO, except where the context otherwise requires, capitalized words and expressions shall have the following meanings:
  - a. **"Purchase Order/PO"** shall mean this Purchase Order and all schedules/appendices/annexures/exhibits (*if any*) attached to it or incorporated in it by reference.
  - b. **"Goods"** means both tangible and intangible goods, including software and related documentation and packaging to be delivered by the Contractor to Awfis under this PO and **"Services"** means the services to be performed by Contractor including supply of Goods for Awfis under this PO.
  - c. **"Contractor"** shall mean and include the supplier of Goods and/or Services, as the case maybe.
2. No Goods/ Services will be accepted unless accompanied with a copy of this PO. All invoices issued by the Contractor must mandatorily mention relevant PO number.
3. In case AWFIS has a separate agreement with the vendor, terms & conditions agreed in the agreement will supersede this PO and the capitalized words and expressions used in this PO shall have the meaning as assigned to them in the Agreement.
4. PO will be considered accepted unless returned/disputed by vendor within 7 days from the date of issue.
5. Awfis hereby appoints the Contractor, on a non-exclusive, principal-to-principal basis for providing Services. It is expressly understood by the Contractor that this PO does not confer any exclusive right with respect to the Services to be rendered under this PO nor does it confer any exclusive territorial right to the Contractor.
6. If any services, functions or responsibilities not specifically described in the Scope of Services but are necessary, deemed, implied, inherent, or customary part of the Services or are reasonably required for proper performance of the Services they shall be deemed to be included within the Scope of the Services to be delivered without any extra cost to Awfis.
7. It is expressly agreed by the Contractor that the quality of the Services as per the specified parameters, which Awfis may at its sole discretion modify from time to time, is the very essence of this PO and any assessment and/or observations made by Awfis in this regard shall be final and binding upon the Contractor
8. This PO shall be valid for a period till the time the performance under this PO is complete and the Goods and Services are provided to Awfis to the complete satisfaction of Awfis, as specified in the scope of work.
9. It is expressly covenanted that any transaction by way of completion of Services after the termination of this PO but initiated prior to the termination of this PO shall not be construed to be an extension of this PO.
10. Any undelivered items under an open or partially fulfilled PO, shall be considered cancelled in entirety and without any charge or penalty to Awfis, at the sole discretion of Awfis.
11. All Goods and/or services must strictly conform to the specifications with respect to, but not limited to the quality, quantity, description, weight, measurement, or any other terms as specified under this PO and modified from time to time by Awfis. Awfis shall have the undisputable discretion to reject the Goods or Services, without any liability towards the Contractor, if the Goods or Services provided are not as per the specifications. Any variation in the Goods or Services, unless expressly conveyed or confirmed by Awfis in writing shall lead to automatic rejection of the Goods. Awfis shall have no obligation and/or responsibility and/or liability, whatsoever, towards the rejected Goods and/ or Services. The rejected Goods shall be deemed to be Contractor's responsibility at their sole risk. The Contractor shall replace such rejected Goods and Services within the specified timelines as may be provided by Awfis at the Contractor's sole risk and cost.
12. In the event of any failure on part of the Contractor to replace / supply such Goods/ Services within the specified timelines and in conformity with the PO/ samples Approved by Awfis, and to the highest

satisfaction of Awfis, Awfis shall procure the Goods and/or Services from open markets or from any third party. Any additional cost incurred by Awfis in such sourcing or procurement shall be solely borne by the Contractor and the differential amount will be recovered directly from the Contractor by Awfis.

13. In consideration of the Goods and/or Services rendered by the Contractor under this PO, Awfis shall pay the service charges in the manner detailed in this PO.
14. Awfis reserves the right to set-off, deduct, and withhold any amounts from the payments due and payable by Awfis to Contractor under the terms of this PO or any other Purchase Order in respect of which Contractor may be indebted or in default to Awfis.
15. The Contractor shall raise a valid tax invoice carrying all the declarations as prescribed under the GST law and conforming to the requirements of the tax/ GST laws, as applicable. The Contractor would be required to issue the invoice on the billing location as provided by Awfis unless notified otherwise, in writing, by Awfis and Awfis shall not accept any other type of invoice which does not contain the aforesaid particulars.
16. It shall be the responsibility of the Contractor to arrange for the delivery of Goods at its own cost and expense in a safe and secure condition and within the specified timelines. Awfis shall not be responsible for any loss or damage to Goods in transit and the same shall solely be the responsibility of the Contractor. Packing and forwarding charges will be the responsibility of the Contractor unless the same has been agreed otherwise, in writing.
17. It is acknowledged by the Parties that time is of the essence with respect to delivery of the Goods and performance of Services, under this PO. Goods and/or Services shall be performed in a timely manner by the Contractor as per the agreed delivery date communicated by Awfis to the Contractor. At any time prior to the delivery date, Awfis may, upon notice to the Contractor, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of Awfis or due to failure of Contractor to comply with the terms of the PO.
18. The Contractor shall ensure and be responsible for obtaining all requisite transit insurances for the Goods from the starting point till they are delivered to the Delivery Point.
19. Upon completion of the delivery of the Goods, the Contractor shall duly confirm the delivery and share the specific Proof of Delivery ("POD") vide e-mail to Awfis Representatives as specified in the respective PO failing which the delivery shall not be deemed to have been completed.
20. If the Contractor fails to deliver any Goods or Services or delivers the Goods or Services after the expiry of the delivery date, Awfis may reject such Goods or Services at its sole discretion and shall impose liquidated damages on the Contractor for the loss incurred by Awfis due to the non-delivery on the due dates. The amount of liquidated damages shall be decided by Awfis in its sole discretion after evaluating the amount of damages incurred by Awfis. Further, the said amount shall be payable by the Contractor within five (5) days of the same being communicated to the Contractor by Awfis. Awfis reserves the right to terminate this PO forthwith. Such termination shall be without prejudice to any other rights available to Awfis to claim any further damages from Contractor.
21. In event of Contractor's failure to deliver the material in time, as per the Milestone Schedule/ Weekly Schedule or as maybe mutually agreed, a sum of 01% (one percent) per default shall be imposed by Awfis for each event of delay up to a maximum of 5% (five percent) of the total PO value.
22. The title to the Goods shall pass on to Awfis after the delivery and/ or installation of the Goods by the Contractor. The Contractor shall ensure that the Goods shall be free from defects and deficiencies, in material and workmanship, and shall be merchantable and fit for the intended purpose. If required by Awfis (or by the nature of goods):
  - a. The Contractor will install the Goods at the Premises or any other location, as specified by Awfis, and

b. provide the necessary guidance/ demo/ training for operating the Goods/ equipment.

23. The Contractor shall be fully liable for the acts and omissions of any and all third parties which it has engaged, directly or indirectly, in connection with the Scope of Work set out under this PO.

24. Defects liability period applicable on the Contractor shall be 24 (twenty-four) months unless communicated otherwise by Awfis in this PO.

25. Repaired or replaced materials shall be similarly guaranteed by Contractor for a period of no less than 12 (twelve) months from the date of replacement/ repair or for such period as required by Awfis and/or as required by end client, whichever is later. If during the defect liability period any defect should be found in the engineering, materials and workmanship of Goods and/or Services provided, the Contractor shall promptly, in consultation and agreement with Awfis regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Facilities caused by such defect.

26. Without prejudice to any other right or remedy available to Awfis (including Awfis's indemnification rights hereunder), the Contractor shall, at Awfis's option and at Contractor's expense, refund the amounts paid by Awfis, or correct or replace the affected Goods, or re-perform the affected Services, within 48 (Forty-Eight) hours of written notice received from Awfis. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from Awfis to the Contractor, and return shipment to Awfis, and costs resulting from supply chain interruptions, will be borne solely by the Contractor. If the Contractor fails to repair or replace the Product within the time periods required above, Awfis may repair or replace the Goods at Contractor's cost and expense.

27. All shipments of Goods and performance of Services shall be subject to Awfis's right of inspection. Till such time the Goods or Services are not accepted by Awfis, the same will be deemed to have been not accepted by Awfis. Awfis shall have the right to reject any Goods that are delivered more than the quantity ordered or are damaged, defective or not in conformance with the Specifications or any term of this PO. Transfer/ Delivery of Goods to Awfis shall not constitute Awfis's acceptance of those Goods. If Awfis does not provide the Contractor with any notice of rejection, then Awfis shall not be deemed to have provided Acceptance of such Goods or Services. Awfis's inspection, testing, or acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Contractor's warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, acceptance and use of the Goods or Services.

28. Awfis shall be entitled to return rejected Goods to the Contractor at Contractor's expense and risk, and Awfis shall at its option, shall be entitled to either: (i) full credit or refund of all amounts paid by Awfis to Contractor for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by Awfis. Title to rejected Goods shall be deemed to be of the Contractor and such Goods shall not be replaced by the Contractor except upon written instructions from Awfis.

29. Goods that need to be returned to the Contractor, must be picked up by the Contractor at its own cost, within 3 (Three) days of intimation to the Contractor, either by e-mail, phone, Whatsapp or SMS. Demurrage of 2% (two percent) per week will be charged for Goods which are picked up after 3 (Three) days. In case the Goods are not picked up within one week of intimation, Awfis has the right to dispose of the stock at Contractor's risk and responsibility.

30. Adherence to the time schedule is an important and crucial aspect of this PO. In no event/stage shall the Contractor change the time schedule specified by Awfis. Failure on the part of the Contractor to comply with the time schedule or cause variation in it shall constitute material breach of the terms of this PO.

31. The Contractor shall maintain all requisite records, registers, accounts books etc., which are obligatory under any law, as applicable, to the Services provided to Awfis and shall provide all information, as may be required, under any statutory/ regulatory provision.

32. The Contractor shall assign to Awfis all relevant documents related to the manufacturer's warranties for Goods which are not manufactured by the Contractor and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to Awfis.
33. Taxes will be deducted as per the applicable rates prescribed by the relevant governmental authorities.
34. The Contractor shall comply with all the relevant Laws, Rules and Regulations in force and shall obtain necessary approvals permissions licenses and / or registrations and permits for the running and operation of its establishment for the conduct of its business, more particularly for providing the Services etc.
35. The amount payable by Awfis, under this PO, is inclusive of all taxes, cesses, duties and other charges, as may be prevailing at any given point in time, and under no circumstance shall Awfis be called upon to pay any rates, taxes, cesses, duties assessments and other charges separately. The Contractor undertakes to charge tax, issue invoices and file returns in accordance with the applicable GST rules and regulations. If Awfis is not able to claim credit for any GST or any other tax paid by Awfis, the Contractor shall be liable to pay/refund the complete GST/tax amount including any interest and penalty on account of non-compliance of GST and other tax attributable to Contractor. Awfis shall have the right to deduct all these charges entirely from the Contractor's invoice.
36. The Contractor shall defend, indemnify and hold Awfis, its directors and employees harmless from and against any and all claims, expenses, losses and costs as incurred, arising out of or in connection with (i) any breach of any terms and conditions of this PO, (ii) any act or omission of the Contractor (including its subcontractors) in the performance of the work or otherwise attributable to the Contractor, (iii) any infringement of Intellectual Property Rights or Confidentiality Obligations ( including those of a third party), (iv) imposition of any taxes/charges/cess/levies (and interest or penalties assessed thereon) against Awfis that are obligations of Contractor pursuant to this PO or any other non-compliance of any labour / welfare/ SHE acts, Rules, statutes, notifications or any other acts, rules, statutes, notifications, etc, (v) any damages for bodily injury (including death) and damage to real property and tangible personal property caused by Contractor (vi) any claim or action by or on behalf of Contractor's personnel both contractual and statutory based on his or her employment with the Contractor, including claims arising under occupational health and safety, worker's compensation, provident fund, payment of bonus, gratuity, or other applicable laws or regulations, (vii) claims by government regulators or agencies for fines, penalties, sanctions or other remedies arising from or in connection with Contractor's failure to comply with its regulatory/legal requirements and compliances, (viii) any claim occurring on account of misconduct, negligence or wrongful acts of omission and commission of employees of Contractor, and/or its subcontractors, (ix) Contractors failure to observe or non-fulfilment of any obligation or condition originating from any legislation, statute or enactment and /or rules and regulations or by laws framed thereunder.
37. The Contractor accepts for all purposes that any trademarks, logos, service marks, trade names or identifying slogans affixed or used by Awfis in respect services of Awfis, whether registered or not, constitute the exclusive property of Awfis and The Contractor shall not acquire a right to use, and shall not use without Awfis's prior written permission, in each instance, the names, characters, artwork, designs, trade names, trademarks, or service marks belonging to Awfis in any manner whatsoever, including for the purpose of representing Awfis as it's client to any third party.
38. Notwithstanding anything contained in this PO, the aggregate liability of Awfis its directors, officers, employees, and affiliates, for damages, whether in contract, tort or otherwise, shall be limited to undisputed, unpaid amounts only. Awfis will not be liable whether in contract, tort (including negligence) or otherwise for any loss of production, loss of profits or of contracts, loss of business or of revenues, loss of operation time, loss of goodwill or reputation of the Contractor whatsoever. Awfis shall not be liable to the Contractor or any person acting on behalf of the Contractor, for any indirect, incidental, punitive or consequential loss, damage, cost or expenses whether caused directly or indirectly whatsoever.
39. No affected party shall be liable for any delay or failure to perform its obligations under this Agreement, including payment obligations, to the extent that the same results from a force majeure event not attributable

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to the affected party.

40. If the Contractor is excused from supplying any or all of the Goods and providing the Services due to a Force Majeure event and such Force Majeure event prevails for a continuous period in excess of one (1) month, then Awfis shall be entitled to terminate this Agreement forthwith without any written notice to the Contractor. Such termination shall be without prejudice to the rights of the Awfis in respect of any breach of this Agreement occurring prior to such termination.
41. Awfis may terminate the PO at convenience without assigning any reason at any time, in whole or in part, by providing written notification to the Contractor. In such case, the Contractor's only remedy shall be payment for Accepted the Goods and Services.
42. Parties irrevocably agree that this PO shall be governed by the laws of India and the Parties consent to the jurisdiction of the courts of appropriate jurisdiction at New Delhi in all dispute matters affecting this PO including non- contractual dispute or claims.