

GTPL Broadband Pvt Ltd  
 C-202,2nd Floor, Sahajanand Shopping Centre, Opp. Swaminarayan Temple, Shahibaugh,  
 Ahmedabad - 380004, Gujarat  
 Tel : 079 2562 6470, Website: <http://www.gtpl.net>



**PURCHASE ORDER**

Supplier Name & Address		Information	
Supplier Code	: 1000011188	P.O. NO	: 224202519
Address	: Claritus Management Consulting Pvt Ltd A-27 C, SECTOR 16, NODIA GAUTAM BUDDHA NAGAR UTTAR PRADESH-201301 NODIA-201301 Uttar Pradesh INDIA	PO Date	: 25/05/2024
GSTIN No	: 09AACCC3838K1ZF	PO Validity Date	: 31/07/2024
CIN No	:	PO Amd No	:
PAN No	: AACCC3838K	Amd Date	:
		PO Status	: OPEN
		Special Instruction	:
		Currency	: INR
		Contact Person	: Jaykrut Sodagar

Bill To Address		Ship To Address	
GTPL Broadband Pvt Ltd 202, 2nd Floor,Sahajanand Shopping Center, opp. Swaminarayan Temple, Shahibaugh, AHMEDABAD-380004 Gujarat INDIA  GSTIN No : 24AADCG1959N1ZA PAN No : AADCG1959N		GTPL Broadband Pvt Ltd Shree One Building, GTPL House, Sindhu Bhavan Road, Bodakdev, Ahmedabad 0 AHMEDABAD-380059 Gujarat INDIA Site Name : B0100 GSTIN No : 24AADCG1959N1ZA	

Sr No	Item Code	Description	HSN Code	Div Date	UOM	Quantity	Rate_Per Unit	Amount
1	2000001229	Microsoft Office 365 - APPS FOR BUSINESS MICROSOFT 365 APPS FOR BUSINESS , Warranty: 12 Months	188523	01/06/24	NOS	780.00	5340.00	4165200.00
2	2000001229	Microsoft Office 365 - BUSINESS BASIC MICROSOFT 365 BUSINESS BASIC , Warranty: 12 Months	188523	01/06/24	NOS	35.00	1212.00	42420.00
Purchase IGST (@ 18.0%)								757371.60
Sub Total Amount:								4964991.60
Freight Charge:								
Total Amount:								4964991.60
Value In Words: Fourty Nine Lakh Sixty Four Thousand Nine Hundred Ninety One and paise Sixty Only.								

Delivery Terms: IMMEDIATE DELIVERY  
 Payment Terms: Advance -100% against Performa Inv  
 Freight Terms: Freight Inclusive  
 Terms and Condition: Below Support/Service Included.  
 1. Premium Support 24/7 Hrs. Live Chat, Email, Call from Partner.  
 2. SharePoint and Team Training Included  
 NFA No: 202404-5624.

## PURCHASE ORDER

### OTHER TERMS & CONDITION:

- A. This is computer generated copy, does not require physical signature.
- B. Detailed terms and conditions are as attached in Annexure-1 which forms part and parcel of this purchase order.
- C. For all future correspondence, please quote contract/Purchase order number & date.
- D. Acceptance notification: We require an order acknowledgement for the following items with in 48 hrs. of issue of P.O. by Portal, if not it will be deemed as accepted by you. Please confirm your MSME status.
- E. Special Conditions:
  - I. For any enquiry please quote PO Nos & date Reference.
  - II. Invoice/Challan must bear the PO Nos & date Reference.
  - III. The Product/Service described herein are to be covered by warranty.
  - IV. Supplier to advice details of Shipment by mail.
  - V. Bill of Quantity (BOQ) to be confirmed with GTPL.
  - VI. If you are MSME kindly provide certificate.

For GTPL Broadband Pvt Ltd

(Authorized Signatory)

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The following General Terms & Conditions of Contract shall govern all the Purchase Orders of GTPL Broadband Pvt Ltd

- 1). **Scope:** The scope of Supply / Services by Vendor respectively shall include **(a)** in case of supply; provision and installation of machinery/equipment or products, and in case of services; execution of Work to GTPL's satisfaction/SLR/Specifications, **(b)** obtaining statutory clearances, licenses etc. in respect of installation of machinery /execution of Work / provision of Service, **(c)** procuring at his own cost third party liability insurance, comprehensive auto liability insurance, employee related insurances namely workmen compensation insurance and personal accident insurance, errors and omissions insurance (also known as Professional Indemnity Insurance). Unless otherwise stated, insurance should be taken for an appropriate amount as per good industry practice or as per law. Vendor shall ensure that GTPL is named as a joint insured in the insurance policies wherever applicable. policies wherever applicable.
- 2). **PO Acceptance:** The vendor shall acknowledge the receipt of the PO/WO within 72 hours of receipt, and failure to accept the same within the said timeline shall amount to deemed acceptance of the PO/WO along with all the terms and conditions mentioned herein. The vendor must check and confirm that the HSN code for Material/Service in the PO is correct. In case of any anomaly, the same must be communicated to GTPL's representative and get required amendments done in PO.
- 3). **Authority to amend / modify the PO/WO:** GTPL may, at any time, make changes in the delivery schedules, drawings, quantities, designs and specifications for indigenous supply. Such changes shall be communicated by GTPL through amendment of PO/WO.
- 4). **Quality & Workmanship:** The goods supplied by the Vendor shall be of the best quality and workmanship and comply with the specifications of GTPL PO in all respects to the satisfaction of GTPL. The Vendor shall supply the goods in accordance with the particulars given in the Purchase Order unless any deviation is authorized as an exception expressly deviation is authorized as an exception expressly specified in the Purchase Order. If any defects develop in the goods during the Warranty Period referred in the Purchase Order, the Contractor shall repair and/or replace the goods (or parts thereof as the case may be) at no extra cost whatsoever to GTPL within the period/s specified by GTPL.
- 5). **Warranty:** The Vendor shall be responsible for providing service period of 12 calendar months / OEM warranty period (whichever is higher) after goods have been taken over by GTPL, for any defects that may develop under the conditions provided for in the PO and shall remedy such defects at his own cost when called upon to do so by GTPL. If it becomes necessary for Vendor to replace the entire goods or renew any defective portion of the goods, such replacement or renewal shall be made by the Vendor, without any extra cost to GTPL.
- 6). **Post Warranty Support:** After the expiry of warranty period and subject to the terms of the warranty as set forth hereinabove, the Vendor shall continue maintenance support to GTPL, which includes necessary and adequate service facilities, at mutually agreed terms.
- 7). **Packing & Packaging:** The Vendor shall be held responsible for the goods being sufficiently and properly packed & packaged for transport by rail, road, air or sea so as to ensure that, they are free from loss or damage or injury on arrival at their destination. Disclosures and symbols are necessary to ensure proper handling of the packages (e.g., 'this side up'. Highly Inflammable' should be displayed on the packages, wherever necessary.
- 8). **Deliveries:** The date of delivery of goods/services stipulated in the PO/WO shall be deemed to be of the essence of the PO/WO, and delivery must be completed not later than the dates specified therein. Should the Vendor fail to deliver the goods or any consignment thereof within the period prescribed for such delivery, GTPL shall be entitled to (i) recover from the Vendor as Liquidation Damages, a sum of 5% of the PO/WO value OR (ii) purchase the goods/services from another vendor with the original vendor being responsible for paying the differential cost of the goods bought from the alternate vendor.
- 9). **Installation & Commissioning:** Installation of the goods /materials/equipment, if applicable, shall commence as per advice from GTPL and shall complete in all respects within agreed timelines, unless otherwise agreed in writing for change.
- 10). **Inspection & Consequences of Rejection:** On receipt of the goods at the place specified in PO/WO, GTPL shall inspect and test the goods, if necessary, and GTPL's authorized representatives' decision as regards acceptance / rejection of goods shall be final and binding on the vendor. If any goods are rejected, GTPL shall be at liberty to (i) allow the Vendor to replace those rejected goods within a time specified by GTPL, the Vendor bearing the cost of freight in such placement without being entitled to any extra payment, OR (ii) buy the equivalent quantity of goods rejected or other goods of similar type & specifications from alternate vendors at the risk and cost of the Original Vendor OR (iii) terminate the contract / cancel the PO/WO and recover from the Vendor the loss GTPL may have thereby incurred due to termination of the contract / cancellation of the PO/WO. The goods rejected by GTPL's authorized representative must be removed by the Vendor within 7-days from the date of receipt of rejection notice at his own cost.
- 11). **Appropriation:** Whenever under this PO/WO any sum of money is recoverable from the Vendor, GTPL shall be entitled to recover the differential cost incurred on purchasing the goods/services from an alternate vendor. The differential amount shall be recovered by GTPL by debiting the Vendor account against any current amount payable by GTPL or which becomes payable in the future to the Vendor. The % of penalty would be levied basis of mutual agreement only on case to case basis.
- 12). **Subcontracting:** The Vendor shall not be entitled without GTPL's explicit written consent to assign or transfer to another vendor all or part of the benefits or obligations of this Purchase Order GTPL may assign rights and obligations under this Purchase Order to another vendor(s) if the original vendor fails to honor the obligation of the PO/WO in parts or in toto, by giving intimation to the Original Vendor to that effect.
- 13). **Dispute Settlement, Governing Law & Jurisdiction:** Any disputes arising out of or under this PO/WO shall be settled through arbitration proceedings to be conducted in Ahmedabad under the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendment or re-enactment thereof for the time being in force. However, if a legal contract exists with vendor and the place of arbitration mentioned in contract is different from Ahmedabad, then place of arbitration as mentioned in the said legal contract will take precedence over the PO. These PO/WO terms and conditions shall be governed by the laws of India. Unless specified, the Courts in Ahmedabad shall have exclusive jurisdiction over the disputes arising under this PO/WO. The proceedings shall be conducted in the English language.
- 14). **Non-Exclusive:** GTPL reserves the right to procure goods and / or Services from other vendors in addition to or in substitution of the original Vendor.
- 15). **Representation:** The Vendor shall execute all instructions outlined in the Work Order in a timely, diligent, competent and professional manner. The Vendor hereby represents and warrants that all Services supplied hereunder shall be performed in accordance with the description of such Services mentioned in the Work Order. The Supplier of service shall observe and conform to all materials laws and standards of business ethics and honest business practices and shall not act, and shall refrain from acting, in any manner that could materially harm or tarnish the name of GTPL or the good will of GTPL. (Services).
- 16). **Statutory Compliance:** Vendor shall comply with all statutory obligations under all applicable laws, statutes, rules and regulations which include, but are not limited to, Provident Fund, Employees State Insurance, Minimum Wages, Contract Labour, Child Labour, and other industrial & labour enactments from time to time. The vendor shall produce necessary records /registers under these Acts to GTPL as & when required. The vendor shall be bound by the Indian laws regarding Goods and Services Tax (GST) or any other applicable tax. A vendor shall be bound by the GST obligations under the Indian law. Under the new law pertaining to the levy of GST:

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- i) It is the responsibility of the Vendor to charge appropriate tax on the invoice. In case of incorrect invoice, the same may be rejected.
- ii) Vendor should undertake to ensure compliance under GST in specified timeframe so that credit of GST is available to GTPL.
- iii) In the event of any change in tax invoice, due to any error or omission or for any other reason mutually agreed, identified during reconciliation, Vendor would timely amend its GSTR-1 on the GSTN so that credit is available to GTPL. Vendor should ensure adequate & timely compliance under GST.
- iv) The Vendor shall refund any cost incurred by GTPL including, but not limited to, loss of Input credit, tax, interest, penalty due to non-compliance of GST laws by the Vendor/ any person appointed by Vendor/third party contractor within 30 days after raising the invoice.
- 17). **Indemnification:** The Vendor assumes the risk of, and shall at all times defend, indemnify, protect, save & keep harmless GTPL and its officers, directors, employees, representatives, associates, agents successors, and assignees against all claims and actions, proceedings, losses, costs, fines, penalties and damages to the goods or to the environment and / against any costs incurred by GTPL due to injury, sickness, or disease to said persons (including death) due to the acts or omissions of the Contractor/Vendor and all expenses (including legal and investigation fees ) incidental there to, if proved.
- 18). **Non-Disclosure Agreement (NDA):** The Vendor shall maintain strict confidentiality of all the information contained in the GTPL's PO/WO with respect to the information disclosed to the Vendor and ensure that the same is not disclosed to other persons/vendors other than the authorized representative of GTPL or to any person other than a person directly employed or engaged by the Vendor in the performance of the supply / services, without the prior written consent of GTPL. Non-compliance of this clause would be deemed to be a breach of the Terms and Conditions under this PO/WO and GTPL shall be within its rights to take appropriate legal action against this breach by the Vendor, including the right to terminate the PO/WO forthwith for breach of this clause.
- 19). **Force Majeure:** Neither party will be liable to the other for any act done or prevented from so doing by virtue of the occurrence of force majeure conditions such as but not restricted to any event or chain of events, which prevents either party from carrying out their respective obligations hereunder, such as war, general mobilization of troops, strikes, lockouts in factories, fire, earthquakes and floods, embargoes or stoppage of deliveries by Government, sabotage, explosion, riots, civil uprising, judicial /quasi judicicia orders, invocation of force majeure clause/s by GTPL under the license/s for provision of telecommunication services granted by Government of India and any other event/s beyond the reasonable control of any party. Notwithstanding the forgoing, it is expressly understood that the specific events of Vendor exiting from Services / business of supply of goods or ceasing to render such Services / supply of the goods in India, for any reasons whatsoever, shall not be deemed a Force Majeure event for the purposes of the PO/WO.
- 20). **Liquidity damages:** This PO/WO shall constitute a contractual arrangement between GTPL and Vendor. If the details provided by the Vendor are found to be false or incorrect or concocted or contrary to facts or misleading in any way, GTPL shall be entitled to cancel/terminate the PO/WO forthwith and to recover liquidated damages and any other compensation due from the Vendor.
- 21). **Invoice Submission:** The invoice shall be issued not later than 14 days from the date of completion of such taxable service, failing which Vendor shall not make GTPL responsible for any subsequent delays in payments. Invoice issued by the Vendor shall carry the signature/digital signature of the Authorized signatory of Vendor.
- 22). **GTPL Code of Conduct:** This Purchase Order is governed by the GTPL Code of Conduct guidelines. Please refer to our website [www.gtpl.net](http://www.gtpl.net) or contact to GTPL representative to get the same.
- 23). **Conflict or Inconsistency in T&C:** In case of any conflict/inconsistency between these Terms & Conditions mentioned in this PO/WO and those are in the contract / agreement, if any executed between the parties, then the terms of the PO shall prevail to the extent of such inconsistency.
- 24). **Waiver:** Waiver of a breach of any provision of the PO/WO shall not constitute waiver of compliance with other provisions, nor shall it be construed as a waiver of any other breach.
- 25). **Obligation to provide accurate information:** Vendor acknowledges and agrees that any of the following actions or inactions, along with others not specifically laid down herein, shall constitute a material breach of the PO/WO and shall be a sufficient ground for cancellation of the PO/WO.
- willful provision of inaccurate or unreliable information by Vendor
  - willful failure of Vendor to promptly update the information provided to GTPL.
  - Ownership Change:** In case of transfer of business of Vendor to a third party of its choice, Vendor shall intimate GTPL in advance. Vendor acknowledges that transfer of ownership of Vendor business will release GTPL from all of its obligations under the PO/WO and the PO/WO will be liable for termination at the instance of GTPL.
- 26). **Termination:** GTPL reserves the right at any time and by serving a written notice of termination on the Vendor to terminate the PO/WO forthwith and to recover from the Vendor the amount of all direct losses and direct expenses suffered by GTPL as a result of such termination, the amount of which shall be awarded by the arbitrator(s), if:
- Vendor becomes insolvent or ceases to trade or enters into any composition with its creditors; and/or
  - A bankruptcy order is made against Vendor or if a trustee is appointed in respect of the assets of Vendor and/or
  - A receiver or an administrative receiver is appointed in respect of any of Vendor assets; and/or
  - An administration order is made in relation to Vendor and/or
  - An order to wind up Vendor is made or a liquidator is appointed in respect of Vendor (otherwise than for the purposes of reconstruction or amalgamation); and/or If Vendor is in material breach of its obligations under the PO/WO and fails to remedy the breach, which is capable of remedy, within sixty (60) days or such longer period as may be extended by GTPL in writing, without prejudice to GTPL's other rights or remedies.
- 27). **Intellectual Property Save** as expressly set out in the PO/WO, no assignment or license of intellectual properties of GTPL nor any intellectual property right in any trademark or service mark, (whether registered or not) is granted to the Vendor by the provisions of the PO/WO. Vendor shall not incorporate or use in the performance of the PO/WO, any information or article, the intellectual Property rights of which are owned by a third party, unless Vendor/ supplier of service has first secured all necessary licenses, consents and rights to do so from the owner of such intellectual property rights.
- 28). **Special Conditions:** Any specific conditions / notes / special terms specified / highlighted in the main part of the PO/WO shall prevail over these General Terms & Conditions.
- 29). **Severability:** If any provisions of the PO/WO are held to be invalid or illegal by any court or judicial forum of competent jurisdiction, the same shall not affect the validity or legality of the other provisions of the PO/WO. Further, the parties shall mutually negotiate to replace such invalid or illegal provisions with another provision which does not suffer from such invalidity or illegality, and which achieves the intended economic purpose for the parties.

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30). **Manuals/Drawings:** Drawings/other applicable documentation relating to product and the supplies made by the Vendor which are approved and handed over by GTPL shall be returned to GTPL on closing of the transaction under the PO/WO.

31). **Payment Terms:**

**A.** The Vendor shall submit the following documents along with the Bills/Invoices:

- i) Original Tax Invoice
- ii) Test Certificates of services supplied, wherever asked for.
- iii) Certificate of Warranty/Guarantee, wherever asked for.
- iv) Insurance Cover Note / Insurance Policy (applicable when onus of arranging insurance is on the vendor/transporter)
- v) Work completion certificate if applicable, proof of service/delivery as desired by GTPL.
- vi) In case of supply of service, Original for recipient. In case of supply of goods, Original for recipient and duplicate for Transporter.
- vii) Waybill (Part I & Part II), whenever used for materials (If applicable)

**B. Invoice must bear:**

- i) PO/WO number, Vendor Name, Address and GSTIN, Serial No (not exceeding 16 characters and not containing any special characters other than hyphen or dash and slash symbolized as "-" and "/" respectively and any combination thereof unique for a financial year) and Date of Invoice.
- ii) Full Name, address of recipient of goods or service as per billing address mentioned on PO/WO, GSTIN
- iii) Description of goods/ service, value of supply along with GST as applicable
- iv) HSN Code for supply of goods or supply of service should be mentioned on the invoice having Vendor, PAN No, Quantity of goods and unit or Unique Quantity Code thereof.
- v) There should be no overwriting/scribbling on the bill.
- vi) The place of supply
- vii) Whether tax is payable on reverse charge mechanism basis
- viii) Invoice should contain GTPL GST registration number as communicated.

**C.** Unless otherwise stated in Purchase Order, the payment shall be released as per payment terms mentioned on PO/WO of bills/invoices on receipt of goods or completion of the services in all respects and acceptance of the same at the Vendor Help Desk.

**D.** For any advance payment, the vendor should issue a Performa Invoice / Receipt voucher containing such details as prescribed in the GST Invoice Rules.

**E.** Payment to the vendor would be blocked and no payment would be processed in case the Vendor is blacklisted on GST. Network. Payment would be made once the rating of the Vendor improves.

**F.** Bill submission in VHD and login number (DCN) shall be quoted in every follow up for payments.

**G. TDS Deduction:**

- i) GTPL shall deduct all income taxes applicable from time to time for the payments to be made to the Vendor. One Consolidated TDS certificate (in respect of all TDS deductions made by GTPL during the financial year) would be issued by GTPL after the close of the financial year and after the Income Tax Return (TDS) for the Quarter # 4 of such financial year has been filed by GTPL.
- ii) GST TDS: GTPL would deduct GST TDS in case supply made by the vendor are liable to TDS under GST Law. GTPL shall issue TDS certificate within the time limit prescribed under the GST law.

**H. Accounting Information:**

- i) Vendor shall submit the detailed statement of account (SOA) on demand request from GTPL as and when required.
- ii) Vendor shall submit detailed accounting information related to PO/WO numbers, Tax invoices, Payment details, Delivery location, waybill consumption etc required for verification/reconciliation by GTPL.

32). **Conformance to Security Standards:**

- i) The Vendor confirms that all equipment, services, and software provided to the ISP have been diligently checked for known vulnerabilities, backdoors, and other security risks.
- ii) Any identified vulnerabilities shall be promptly addressed, and non-addressable vulnerabilities shall be documented and shared with GTPL along with corresponding remedial measures and precautions.
- iii) The equipment must be "Safe to Connect" in the Telecom Network as per the latest standards and recommendations on the subject from ITU/ISO/IETF/IEC etc. The equipment also confirms to the security policies of the ISP with respect to network elements.
- iv) The Vendor assures robust access control mechanisms to restrict unauthorized access to the supplied equipment and associated systems. The Access control should be as per the prevailing ISO or relevant standards.
- v) The Supplier assures strong password controls and management to prevent unauthorized access and ensure the confidentiality of authentication credentials. The equipment should not have any identified password-related vulnerabilities.

33). **Service continuity:**

- i) The Vendor shall regularly evaluate the performance and security of the supplied equipment and recommend necessary upgrades or updates to maintain optimal functionality and security.
- ii) Procedures for installing and testing software patches, firmware updates, and hardware upgrades shall be defined and shared with GTPL to minimize the risk of service disruptions and security vulnerabilities.
- iii) The Vendor shall provide timely notification to GTPL regarding upcoming upgrades or updates, along with detailed instructions for implementation and any associated impacts on service availability.
- iv) The vendor assures to allow GTPL, Licensor and/or its designated agencies to inspect the hardware, software, design,
- v) development, manufacturing facility and supply chain and subject all software to a security/threat check at the time of procurement of equipment and at least one additional time in the year of procurement and every two years thereafter, at the time of discretion of the telecom service provider. All the documents should be in English and handed over to the visiting team at least 4 weeks ahead of the planned visit.
- vi) In the event, any security breach is detected at later stage after S on account of security breach.
- vii) All the software codes, firmware, operating system, hardware details should be in English only.

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