CACT	ΓΙΙς	Durahaa	~ Ord	or		
CAC	I	Purchas	e Ora	er	Barrel and Gallari	
	A-703, Satellite Gazebo, Guru Hargov Andheri (East), Mumbai-400093 Maharashtra, India				Purchase Order Order No : CCPL-PO-3562-24-25 PO Name : CCPL-PO-3562-24-25 Created Date : 22-07-2024 Required By : 22-07-2024	
	Phone: +91-22-67148888				Required by 122 07 2021	
	Email: purchase@cactusglobal.com; Web: www.cactusglobal.com; www.editage.com GST - 27AACCC1194L1ZI CIN U64200MH2002PTC137488					
	Vendor Details	Billing Address			Shipping Address	
Company	CLARITUS MANAGEMENT CONSULTING PRIVATE LIMITED	Cactus - Andheri			Cactus - Andheri	
Attn. Address	A 27 C, SECTOR 16, NOIDA, Gautam Buddha Nagar, -201301 Uttar Pradesh India	A-703, Satellite Gazebo, Guru Hargovindji Marg, Andheri (East), Mumbai-400093 Maharashtra India			A-703, Satellite Gazebo, Guru Hargovindji Marg, Andheri (East), Mumbai-400093 Maharashtra India	
State	Uttar Pradesh					
GSTIN No						
Phone		Phone : 91-022-67148888			Phone : 91-022-67148888	
Fax		Fax : 91-022-67148889			Fax : 91-022-67148889	
Email		Email : purchase@cactusglobal.com			Email: purchase@cactus	sglobal.com
Sr.No.	Particulars	HSN/SAC Code	Part No.	Quantity	Price(INR)	Amount(IN
1	Office 365 E3			54	15811.00	853794.0
2	Office 365 F3			1050	2766.00	2904300.0
3	Office 365 E1			435	6853.00	2981055.00
4	Microsoft 365 Apps for Enterprise			135	8256.00	1114560.00
5	Microsoft Defender for Office 365 (Plan 1)			623	1363.00	849149.00
6	Power Bi Premium Per User			220	13747.00	3024340.0
7	Microsoft 365 Business Basic			300	1198.00	359400.0
8	Microsoft 365 Business Standard			255	6358.00	1621290.0
9	Microsoft 365 Business Premium			260	15109.00	3928340.0
10	Microsoft 365 Apps for Business			300	5160.00	1548000.0
11	Microsoft 365 F1			679	1198.00	813442.00
12	Visio Plan 2			1	10320.00	10320.0
					TOTAL	20007990.0
					Less:Discount/Buy-Back	
					Total before taxes	20007990.0
					ADD: TAXES	
					CCPL_18%_IGST_ELIGIBLE	2711867.4
					Total Tax Amount	3601438.2
					Total Amount after taxes (INR)	23609428.2
INR TWENTY-	THREE MILLION SIX HUNDRED NIN		UNDRED TWE	NTY-EIGHT	Total (INR)	23609428.2
	ONL	-Y)				
20	These Terms and Conditions ("Terms") constitute a legally binding agreement between Cactus Communications Private Limite ("CACTUS") and YOU (the "Supplier" or "Vendor"). By accepting the Purchase Order ("PO"), the Vendor agrees to be bound by these Terms their entirety.					
	Payment Terms					
	Upon completion of services, CACTUS The Vendor is responsible for comply relevant tax authorities). The Vendor sauthorized to withhold/offset any paym	ring with all the applicate shall indemnify CACTUS	ole laws (includ for any liability	ling timely pay arising on CA	ment of indirect taxes levied on ACTUS from such non-compliance	the invoice to e. CACTUS is

authorized to withhold/offset any payment due to the Vendor if CACTUS is unable to claim input tax credit on any invoice issued by the Vendor

due to non-compliance by the Vendor.

The Vendor shall bear additional bank / payment gateway charges, if any, for receiving payments as per the applicable laws.

Delivery

The Vendor must deliver the goods or complete the services according to the specified delivery schedule in the PO. Time is critical for performance of this PO.

CACTUS reserves the right to inspect and test the goods or services upon receipt. Non-conforming services or defective goods may be rejected, and the Vendor will have to rework on the services or replace the goods to meet requirements mentioned in the PO. Any return of goods/services shall be at the cost of Vendor. The goods supplied or services provided must comply with all applicable laws, regulations, and industry standards.

The Vendor warrants that the goods or services provided shall be free from defects in materials, workmanship, and will conform to the specifications and requirements stated in the PO.

Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorized by law.

Intellectual Property

The parties acknowledge and agree that the respective Party is sole and exclusive owner of all rights, titles and interests in any and all intellectual property provided / shared / disclosed by such party under this PO.

All intellectual property rights in and to each deliverable shall vest in CACTUS free and clear of all liens and encumbrances on receipt of payment by Vendor for each deliverable. To the extent that any deliverables contain any intellectual property of Vendor, Vendor hereby grants to CACTUS a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the deliverables.

Indemnification

The Vendor agrees to indemnify and hold harmless CACTUS including its officers and directors, employees and its affiliates and their respective successors and assigns, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all legal expenses) arising out of or based upon any false representation or warranties or breach or failure by the Vendor to comply with these Terms, breach of applicable laws by the Vendor, negligence or willful misconduct by the Vendor.

Assignment

The Vendor shall not transfer or assign its obligations under this agreement, or any part thereof without the prior written consent of CACTUS.

Independent Contractor

Supplier will perform its obligations under this Terms as an independent contractor and in no way will Supplier or its employees be considered as employees, agents, partners, or joint venturers of CACTUS.

Compliance with Law

The Vendor shall comply with applicable laws such as Data Protection, Privacy, Anti-Corruption, Anti-Bribery laws, etc. and also comply with the applicable policies of CACTUS while providing the services under this PO.

Termination

CACTUS reserves the right to terminate the PO, in whole or in part, at any time for convenience, by giving two (02) days written notice to the Vendor.

Either party may terminate the PO for a material breach of these Terms by the other party, subject to a written notice of the breach and a thirty (30) days opportunity to cure.

Dispute Resolution and Governing Law

Both the parties agree to amicably resolve any dispute or claim arising out of this transaction before resorting to any legal action.

All disputes arising out of or in connection with these Terms shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of India. Any legal proceedings arising out of these Terms or relating thereto, shall be instituted in Mumbai courts only, to the exclusion of other courts.

Miscellaneous

Any modifications to the PO or these Terms must be agreed upon in writing and signed by both the parties.

If the parties have executed a Master Service Agreement, then it will prevail over the Terms of the PO. In any event, any additional or different terms specified or referenced in the Vendor's invoice / order form are hereby excluded and shall not be deemed effective or binding.

Raghunath S. Bhosale Head, Procurement