



REVOLT INTELLICORP PRIVATE LIMITED

PLOT NO-4, SECTOR-8, IMT MANESAR ,GURUGRAM, 122051 ,

PURCHASE ORDER

GST NO/UIN :- 06AALCM2906K1ZB Email :- info@revoltmotors.com CIN : U34203DL2017PTC420572

PO NO. Accessories100300017 Date 12-07-2024 Ref. No. 1

BILL TO		SHIP TO		Vendor Details		Service Details	
Company Name :- REVOLT INTELLICORP PRIVATE LIMITED Address :- info@revoltmotors.com PLOT NO-4, SECTOR-8, IMT MANESAR Gurugram-122051 IN GST NO :- 06AALCM2906K1ZB State Name :- Haryana Code :- 6 PAN :- AALCM2906K		Company Name :- REVOLT INTELLICORP PRIVATE LIMITED Address :- Plot-4, ,Sector-8, ,IMT Manesar ,Manesar, 122051 ,Haryana, India GST NO :- 06AALCM2906K1ZB State Name :- Haryana Code :- 6		Vendor Code :- 150000001 Vendor Name :- CLARITUS MANAGEMENT CONSULTING PRIVATE LIMITED Address :- NOIDA, Uttar Pradesh, 201301 ,India GSTIN :- 09AACCC3838K1ZF		From Date :- 12-07-2024 Delivery Schedule :- Immediate Reason :- Order Type :- Accessories Currency :- INR	

SI No.	Description of Goods	HSN/SAC Code	Quantity	Rate (INR)	UOM	Freight (INR)	Amount (INR)	CGST(INR)		SGST(INR)		IGST(INR)		Taxable Amount (INR)
								Rate%	Amt	Rate%	Amt	Rate%	Amt	
1	Microsoft 365 Business Basic (from 11-July-24 to 20-June-25). License Cost @ Rs.1245 per user/annum	997331	50.00	62500.00		0.00	62500.00					18.00	11250.00	73750.00
2	Microsoft 365 Business Standard (from 11-July-24 to 20-June-25). License Cost @ Rs.6650 per user/annum	997331	50.00	332500.00		0.00	332500.00					18.00	59850.00	392350.00
Total Amount			100.00				₹ 395000.00					₹ 71100.00	₹ 466100.00	
Total Chargeable Amount													₹ 466100.00	

Amount Chargeable (in words) INR Four lakhs Sixty Six Thousand One Hundred only

Remarks : This is a bulk PO but invoicing will be done as per actual. Cost will be calculated on pro-rata basis. Based On Purchase Request 10000127.

TERMS & CONDITIONS				Prepared By	Checked By	For REVOLT INTELLICORP PVT. LTD.
Payments Terms	Within 30 Days					
Inco Terms	F.O.R.	Packing Charges	Nil			
Freight Charges	Nil	Forwarding Charges	Nil			
Dispatch Through	By Road	Insurance By	By you			
Warranty Terms	As per supplier	Mode of Shipments	By Road			

Declaration :- Any Losses /Penalty/Interest on Account of non-Registration or Non-Compliance under GST to be recovered from supplier Please mention Revolt & your PAN No. in all Invoices raised against this PO.

TERMS AND CONDITIONS

(To which the seller agrees by accepting this order)

1. Offer: This PO constitutes an offer by Buyer to purchase the goods/services specified on the PO. Buyer reserves the right to revoke this offer at any time prior to its acceptance by Seller. No provision of this PO shall be construed as obligating Buyer to purchase the goods/service from seller on an exclusive basis.
2. Acceptance: Unless Seller rejects the PO in writing within 2 (two) business days of receipt of PO, the PO shall be deemed to have been accepted by Seller and the Seller shall be obligated to perform under the PO once Seller accepts or is deemed to have accepted the PO. No provision of this PO shall be deemed to obligate the buyer to purchase a minimum amount of goods/service from the seller. Any projected or estimated volumes provided by Buyer to seller (in any requests for quotation) are for planning purposes only and do not represent a commitment or obligation to purchase a specified quantity.
3. Invoicing: seller shall deliver to Buyer an invoice for the goods delivered/services rendered within 30 days of such delivery/rendering of services which shall contain relevant particulars of the goods/services as per trade norms.
4. Right to inspect & Acceptance of Goods: (i) Buyer shall have the right to inspect the goods before and after delivery or certify the standard of services within a reasonable period after delivery. If in Buyer's judgement, any goods are defective or services are deficient and fail to conform to the terms and conditions or specifications as mentioned in the PO, Buyer in its discretion may reject such goods and return the goods or hold them for disposition at Seller's expense; (ii) Any inspection or examination of goods by Buyer shall not be construed as Buyer's acceptance of the goods. Seller must provide all supporting documentation reasonably required by Buyer or Buyer's agent during inspection; (iii) No inspection or acceptance or use of goods/services shall relieve the Seller of its obligations with respect to the quantity, quality and specifications of goods delivered or services rendered and/or Seller's warranties with respect to such goods or services. Buyer may, at its option return the non-confirming goods to seller for credit or replacement of the goods or a refund of the purchase price, with the seller bearing all costs including cost of repackaging, shipping etc.
5. Passing of Property & Risk: Property and risk in the goods shall remain with the Seller until they are delivered at the place specified in the PO and the delivery order is signed. The passing of property shall not affect Buyer's right to reject the goods.
6. Shipping & Risk of loss: Seller shall bear all expenses of packaging, crating and freight, unless specifically indicated otherwise in the PO or agreed between the parties. Notwithstanding the above, the risk of loss and damage in transit shall be the sole responsibility and liability of the Seller until the goods are delivered
7. Late Delivery: Time shall be of essence in this PO. In case Seller fails to deliver as per the agreed timeline, the Buyer may at its discretion procure goods from elsewhere and Seller will be liable for actual and reasonable costs and damages that Buyer incurs. Seller will promptly notify Buyer if it is unable to comply with agreed timelines, PO will be invalid post the date of delivery mentioned in the po.
8. Representations & Warranties: Seller represents and warrants that all goods purchased, delivered and installed (if applicable) or services rendered shall be of merchantable quality, fit for the purpose for which they purchased by Buyer and free from material defects for the duration of Seller's standard warranty or for the period as defined in the PO after acceptance of the goods/services by the Buyer, whichever period of time is longer ("Warranty Period"). Seller represents and warrants that the goods/service rendered do not infringe any intellectual property rights of any third party and no claim of such violation/infringement is pending against the seller. Seller further represents and warrants that the goods delivered/services rendered under this PO are in compliance with all applicable laws for the time being in force.
9. Indemnification: Seller agrees to defend, indemnify and hold the Buyer harmless from and against any proven cost, loss or damage which the Buyer might incur or sustain as a consequence of any action, suit, proceedings, investigation, complaints, claims, demands, rulings, judgements, directives, notice of violation, penalties, fines, settlements and fees brought against or directly incurred by the Buyer as a result of performance or non-performance or non-observance by the Seller of any of the terms and conditions of this PO.
10. Cancellation: Buyer may cancel this PO, in whole or in part, at any time by providing a [no. of days] written cancellation request to seller without assigning any reason whatsoever.
11. Disclaimer: These are general terms and conditions for the PO. In case a specific agreement is entered between the Buyer and Seller and there is a conflict between such agreement and the PO, the terms of the specific agreement shall prevail over and supersede this Purchase Order.
12. Jurisdiction: All disputes and differences arising out of or relating to this PO shall be settled amicably between parties, failing which the courts at New Delhi shall have exclusive jurisdiction to decide on such disputes/differences.
13. PO/ Contract value is exclusive of all applicable Indirect taxes, levies, duties, cesses and surcharges. Any current indirect tax or proposed tax such as Goods and Services Tax ('GST') will be charged and recovered over and above the contract/ purchase price
- "14. In the event of any change in law post execution of this contract/ sharing of PO, including but not limited to the introduction of Goods and Service Tax (GST), the Buyer - and Vendor agree to renegotiate the contract/ purchase price such that the net impact of GST gets factored in the price
- To this end, the incidence of any cost increase/ benefit of cost reduction, on account of GST, shall be to the account of Buyer -
- In addition, GST will be charged and recovered over and above the contract/ purchase price
- The Vendor shall be under an obligation to pass on the benefit of decreased cost arising on account of any change in law, to Buyer - as per the Anti profiteering provisions contained in the GST laws passed by the Parliament/ respective State legislatures."
- "15. The Vendor shall comply with all the compliance requirements under GST law (as may be enacted). This shall include (but not limited to):
- Issuing invoices/ debit notes/ revised invoices/ credit notes as per the prescribed format, containing all the information as is required for the Buyer REVOLT INTELLICORP PVT. LTD. to avail input tax credit basis such invoices/ debit notes/ revised invoices

- Ensuring that the invoice issued by the Vendor is received by the Buyer - within 15 days from the date of the issuance of the invoice by the Vendor
- Submission of periodic returns as per the GST laws within specified time lines with complete and correct details as may be prescribed
- Deposit of tax within the due dates as may be prescribed.
The Vendor shall continuously maintain a high GST compliance rating score as per the GST law. The Buyer - reserves the right to terminate this Contract if the Vendor fails to achieve/ maintain an appropriate GST compliance rating score.
16. If any amount of credit, refund or any other benefit is denied or delayed to the Buyer - or any penal charge is imposed on the Buyer REVOLT INTELLICORP PVT. LTD. due to
- any non-compliance by the Vendor, including but not limited to failure to upload details of supply on GSTN portal, failure to pay GST to the Government; or
- non-furnishing or furnishing of incorrect or incomplete documents/ details/ information by the Vendor, The Vendor shall be liable to reimburse the loss which accrues to the Buyer - on the aforesaid account. Alternatively, Buyer REVOLT INTELLICORP PVT. LTD. shall be entitled to withhold the payment of all the subsequent bills issued by the Vendor. In a situation where there is no payment due by Buyer REVOLT INTELLICORP PVT. LTD. to the Vendor, the Vendor would reimburse Buyer - any loss incurred."
17. In the event of any change in tax law post execution of contract/ sharing of PO, including the introduction of GST, Buyer - and Vendor would discuss and agree upon a transition plan which would allow for optimization of taxes applicable under the contract/ PO.