

Nexus Hyderabad Retail Private Limited

S-16,SY.NO.1009,KPHB,, Kukatpally, Hyderabad 500072

CIN#: U45200TG2004PTC044734 PAN#: AACCB7229D GSTIN#: 36AACCB7229D1ZX

PO No: HYD/2023-24/65669/2394

PURCHASE ORDER

30 November 2023

CELEB MEDIA (v0007029)

Plot No 36, First Floor, D. No. 1-62/K/36, Space and
More Business Park, Guttala Begumpet Jubilee
Hills, Kavuri Hills, Hyderabad, Telangana, 500033
BMUPM8631E
36BMUPM8631E3ZJ

Site Address:

Nexus Hyderabad Mall, S-
16,SY.NO.1009,KPHB,, Hyderabad,
500072

Kind Attn: (M:9000012231)

Sub: Bulk SMS – 2 Days Whatsapp blast for 1.5 Lac Database for Nov23

Ref: 65669

Dear Sir/ Ma'am,

We, **Nexus Hyderabad Retail Private Limited** are hereby pleased to issue this Order for supply of material/ service as per Annexure attached for , as per following terms and conditions:

1. AGREED PRICE SCHEDULE (PS):

- a. Your Purchase Order Value is **Rs. 53,514 (Inclusive of Taxes)- (Rupees Fifty Three Thousand Five Hundred Fourteen Only).**
- b. The above Purchase Order Value has been arrived as per Annexure specified herewith.

2. PAYMENT SCHEDULE:

- a. 30 days from receipt of Inv
- b. The bill shall be raised in the name of **"Nexus Hyderabad Retail Private Limited, S-16,SY.NO.1009,KPHB,, Kukatpally, Hyderabad 500072, "**
- c. Payment shall be made in favour of **"CELEB MEDIA"**

3. TAXES AND GOVT LEVIES:

GST is inclusive in above value. WCT/TDS & other taxes/levies will be deducted as applicable.

4. TRANSPORTATION, LOADING & STORAGE:

Total amount is Inclusive of transportation charges for safe transportation of material at site. The rates are Inclusive of cost of loading, unloading and safe storage of all your material. We will not be able to provide any "FORM" for in-transit transportation between states. In-transit insurance till the point of delivery of the material shall be your responsibility. Any loss on this account shall be borne by you with no recourse to us.

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5. Other Terms:

6. PRICE VARIATION:

This is an item rate order and rates of all the items are fixed; no claim on account of variation in rates shall be entertained at any stage for any reason whatsoever.

7. SPECIFICATIONS:

All specifications as given in the above are to be adhered.

8. COMPLETION PERIOD/ DATE:

You will complete all the supplies on or before 15/12/2023.

9. LIQUIDATED DAMAGES:

In case you fail to complete the supply in stipulated time, you shall be liable for a liquidate damages @ 1% per day of delay in completion, limited to a maximum of 25% of the order value, after that the order may be cancelled and the amount paid till date will be recovered.

10. SAFETY:

You shall be responsible for safe delivery of your materials to our stores.

11. WARRANTY:

NA

12. INDEMNITY:

You have agreed to indemnify, defend and hold and keep indemnified us, including our employees, officers, representatives, servants, agents, suppliers, vendors and any other persons claiming through or under us from and against all actions, suits, claims costs, liabilities and demands brought or made against us in respect of a) non-compliance with the applicable laws and regulations of the of the government and local authorities, b) not obtaining the relevant licenses and permits, c) infringing any patents & copyrights.

Further, the civil construction contractors' architects, interior decorators, surveyors, engineers and other related experts or estate agents shall be provide an indemnity to the Contractee indemnifying the Contractee from any or all of the liabilities that may accrue on the Contractee or its directors/ officers on account of non-compliance of any of the provisions of the Central Goods & Services Act, 2017, Integrated Goods & Services Act, 2017 and respective State Goods and Service Tax Act, 2017.

13. ASSIGNMENT & SUBLETTING:

You shall not assign this Purchase Order and responsibilities, obligations, and liabilities under this Purchase Order shall solely yours.

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14. TERMINATION:

We may at our sole discretion terminate this Purchase Order without assigning any reason at any time, by giving you at least seven days written notice.

15. INSURANCE:

You will arrange the insurance policy at your own cost, if required, to complete the supply. Any loss / damages in absence of insurance policy shall be borne by you.

16. ANTI-BRIBERY LAWS

The Supplier represents and warrants to the Client that:

- a) It is familiar with applicable anti-bribery or anticorruption laws including Anti Bribery Act, 2010 and Foreign Corrupt Practices Act prohibiting it and others working on its behalf (including its directors, personnel, representatives, agents etc), from carrying out any corrupt actions in furtherance of an offer, payment, promise to pay or authorization of the payment of anything of value, including but not limited to cash, cheques, wire transfers, tangible and intangible gifts, favors, services and entertainment, and travel expenses that go beyond what is reasonable and customary and of modest value, to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director, officer, employee or agent of a wholly or partially government owned or controlled company or business, (iii) a political party or official thereof, or candidate for political office, or (iv) an executive, official, employee or agent of a public international organization ("**Government Official**") or (iv) any third party, while knowing or having reason to know that all or some portion will be used for the purpose of: (a) influencing any act, decision or failure to act by a Government Official or a third party in his or her official capacity, (b) inducing a Government Official/third party to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, or (c) securing an improper advantage; in order to obtain, retain or direct business.
- b) It is in compliance and will continue to be in compliance, with all applicable anti-bribery or anticorruption laws prevalent, including those prohibiting the bribery of Government Officials.
- c) It has not authorized, offered or made payments, and will not authorize, offer, or make payments, directly or indirectly to any Government Official or any third party in context of the transactions contemplated under this PO.
- d) It has complied, is currently in compliance, and will continue to comply with any applicable anti-money laundering laws, rules and regulations; and to its knowledge, no proceeding by or before any government authority with respect to money laundering laws is pending or threatened.

17. CONFIDENTIALITY

The Consultant shall not disclose or use Confidential Information except as permitted in this PO, without the prior written approval of the Client.

"**Confidential Information**" will, whether or not designated as being 'Confidential', include all information, including trade secrets, which is disclosed in connection with the PO in writing except any portion thereof which:

- a) Is known to the Consultant as evidenced by its written records before receipt thereof under the PO.

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- b) Is disclosed in good faith to the Consultant after acceptance of the PO by a third person lawfully in possession of such information and not under an obligation of nondisclosure; or
- c) Is or becomes part of the public domain through no fault of the Consultant.

18. From the date of introduction of GST, appropriate GST rate should be indicated on the invoice along with relevant declarations.

19. If any transaction is not being disclosed in the prescribed return of GST within the stipulated time period by the supplier due to which credit is denied to NHRPL then NHRPL will be eligible to deduct loss of credit from the next payment to the supplier.

20. DISPUTES:

Disputes if any arising out of this Purchase Order will be restricted to Hyderabad jurisdiction Only.

Please sign and return the duplicate copy of this Purchase Order as token of your acceptance.

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ANNEXURE

Sr. No.	Item	UOM	Qty	Rate	Total Amount
1	Bulk SMS – 2 Days Whatsapp blast for 1.5 Lac Database for Nov23	Nos	283,444.00	0.1600	45,351.04
	Subtotal				45,351.04
	CGST@ 9.0 %				4,081.59
	SGST@ 9.0 %				4,081.59
	Total				53,514.22

Thanking you

This is a system generated document and does not need a signature.