


PURCHASE ORDER

BILL FROM TUV SUD SOUTH ASIA PRIVATE LIMITED Address : 1st and 4th Floor, No 11 and 13, Origin Towers Type 2, Dr.Vikram Sarabhai Instronic Estate, Thiruvanniyur, Chennai, Tamil GSTIN/UIN : 33AABCT0716G1ZU State Name : Chennai, Tamil Nadu, Code : 33			
		P.O. NUMBER: 107 Date : 17-04-2025 Payment Terms: 30 Days	
BILL TO		SHIP TO	
M/s Onextel Limited Address : C-802 8th FLOOR, ATS BOUQUET, SECTOR-132, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh, 201308 E-mail : accounts@onextel.com GSTIN : 09AACCO0905F2ZR		M/s Onextel Limited Address : C-802 8th FLOOR, ATS BOUQUET, SECTOR-132, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh, 201308 E-mail : accounts@onextel.com GSTIN : 09AACCO0905F2ZR	

#	Description	Model Number	GST Rate	Quantity	Price	Total
1	Certifications	External and Surveillance Certification for ISO27001 for 3 years	18%	1	5,05,000.00	5,05,000.00
2	Certifications	External and Surveillance Certification for ISO27701 for 3 years	18%	1	2,05,000.00	2,05,000.00
3	Certifications	External and Surveillance Certification for ISO22301 for 3 years	18%	1	3,65,000.00	3,65,000.00
Amount Chargeable (In words): INR Two Lacs Two Thousand Nine Hundred Sixty Only					Taxable Value (INR)	10,75,000
					GST	1,93,500
					Total Value (INR)	12,68,500
MSME certificate is mandatory (If not registered, Need to share the declaration.)						
	Taxable Value		GST Rate	GST Amount	Total Tax Amount	
	10,75,000		18%	1,93,500.00	1,93,500	
Total		10,75,000		1,93,500	1,93,500	

TERMS AND CONDITIONS OF THE PURCHASE ORDER

“Company” shall mean ONEXTEL LIMITED

1. **ACCEPTANCE:** If no formal acknowledgment is received within Fifteen [15] days of the date of order, your acceptance shall be assumed to have been given
2. **COMMENCEMENT:** The Contract shall be operative from date of Order as aforesaid mentioned
3. **QUALITY:** Goods Supplied / services provided against the Purchase Order must in all respects confirm to the description given in this Purchase Order and drawing/samples approved and/or provided. Goods supplied against the order shall be perfect in material and workmanship and fully adaptable for the use intended to. Services shall meet the minimum service levels as per standard industry practice or as agreed between parties or mentioned in the Purchase Order
4. **WARRANTY:** Unless otherwise stipulated the goods supplied against this Purchase Order shall be replaced or repaired at your cost, if required, within a period of 12 months from the date of receipt/installation, whichever is later
5. **QUANTITY:** You shall make supplies as per given schedule. In case of goods supplied in excess of the quantity ordered shall not be accepted without our prior permission in writing
6. **WEIGHT:** Unless otherwise stipulated weight recorded at the Company office shall be deemed as final
7. **VALIDITY:**
 - i. Goods/Service against the Order must be delivered/despatched to the Company office by the date stipulated therein
 - ii. Company reserves the right to cancel this Purchase Order at your risk and responsibility, if delivery of the goods/Provisions of Services is not affected within the stipulated period without making any reference to you
 - iii. Any correspondence exchanged after the expiry of the contract period of delivery shall not be considered as extension in the validity of the Order
 - iv. In the event of cancellation, all deposits made by the Company as advance or otherwise shall be refunded with interest @ 18% per annum within Seven [07] days of the date of the cancellation
8. **PRICE:** As specified in the order or less if reduced by the time of dispatch, shall be paid. No supplies are to be affected at prices higher than those given in the order without Company's confirmation in writing
9. **PAYMENT:**
 - i. Unless otherwise stipulated, payments shall be made in INR, subject to TDS as per the applicable rates, within Thirty [30] days from the date of completion of event/receipt of goods or services, subject to receipt of original invoice by the Company
 - ii. Payment of all bills will be made only from Company's corporate office at Noida
10. **INSPECTION:** All goods supplied against the order shall be subject to Company's inspection and/or use whichever is later. All services shall be subject to user acceptance test. All goods rejected for any reason whatsoever shall be returned and/or to be replaced free of cost by you. Any deficiency in services shall be made good by you
11. **PERFORMANCE/REVIEW AUDIT:** Under this Purchase Order Company reserves the right to monitor your performance, audit, inspect, and make copies or extracts of relevant financial statements, systems and processes and records ["Documents"] associated with your performance under this Purchase Order at any time and if required share /use the finding from such reviews for its internal purpose and report the same to any of its officer/ director/ committee/ board of directors/ any other person. Documents related to transaction under this Purchase Order needs to be retained by you for the period of at least one year or such other longer period, as may be required under any applicable law/regulation
12. **OBLIGATIONS AND WARRANTIES OF PARTIES:** Both the parties undertake to carry out their duties and responsibilities with due diligence and reasonable care and skill in accordance with the terms of this Purchase Order. You shall perform your obligation under this Purchase Order in a manner that will not result in placing the Company in breach of any applicable law / regulation including personal data protection law or obligation
13. **INDEMNITY:** You shall indemnify and make good for any loss or damage caused to the Company or any of its employees or its property due to your performance of tasks under this Purchase Order or on account of your negligence, misconduct, misrepresentation, abuse of position, dishonest or criminal behaviour or breach of terms of this Purchase Order
14. **CONFIDENTIAL INFORMATION:** You acknowledge that you may get access to Company's confidential information and any such Company's information [whether provided by Company or otherwise] shall always be treated as Confidential Information by you and shall be used only for the purpose of disclosure. Further you shall not disclose such Confidential Information to any third party or otherwise. Upon termination or completion of your performance under this Purchase Order, you shall immediately return Confidential Information of the Company. Indemnity provisions and your obligation of maintain confidentiality of the Company's Confidential Information shall survive the termination or completion of your performance under this Purchase Order
15. **USAGE OF INTELLECTUAL PROPERTY RIGHT:** All the Intellectual Property associated with the name ONEXTEL LIMITED and any additions, substitutes or derivatives thereof shall solely and exclusively belong to the Company. Any intellectual property right, if created on or in the deliverables under this Purchase Order, shall be property of the Company
16. **COMPLIANCE OF ALL LAWS AND REGULATIONS OF TRAI:** Both the Parties undertake and agree to comply with various Provisions of TRAI Rules, Regulations, Guidelines or any other Orders [issued by TRAI]
17. **GOVERNING LAW AND JURISDICTION:** This Purchase Order shall be by the Laws of India. Any dispute arising out of or in connection with the Purchase Order shall be within the Jurisdiction of the Courts in Delhi/New Delhi
18. **CANCELLATION:** Company shall have the right to cancel this Purchase Order at any time in respect of the Supplies, materials, equipment & Services not delivered or performed to that time, without incurring any liability whatsoever in respect of such cancellation. In case of cancellation due to your default, you shall be obliged to help the Company in procuring such services from another vendor subsequent to premature cancellation of this Purchase Order
19. **TERMINATION:** [a] Either Party may terminate this Purchase Order, for any reason, upon not less than Thirty [30] days prior written Notice to the other Party stating such Party's intention to terminate this Purchase Order for convenience
[b] Either Party may terminate this Purchase Order, upon or after the breach of any General Terms and Conditions of Purchase Order by the other Party for termination for Cause
20. **CONSEQUENCES OF TERMINATION:** Neither Party will be eligible to claim any amount of loss or compensation for termination of Purchase Order. However, Services availed shall be payable on pro-rata basis till the date of termination/cancellation of Purchase Order.
21. **LOCK-IN-PERIOD:** It is agreed between the Parties that there is no lock-in-period in the Purchase Order to restrict the enforcement of termination clause in case of termination of Purchase Order
22. The terms and condition of this purchase order supersedes other documents related thereto.