

IN PURSUIT OF PROFESSIONAL EXCELLENCE Statutory body under an Act of Parliament (Under the jurisdiction of Ministry of Corporate Affairs)

ICSI GST Number: 09AAATT1103F2ZX

PURCHASE OR ER

Ref No 810/ 2024-25

M/s Bharat IT Services Ltd. C-10, SECTOR 65 NOIDA-201301

Date <u>04-APR-24</u>

Vendor's Quotation Reference Dated 12/12/2023 Requisition Detail: Tender no ICSI/ Laptops and Desktop/2022-23/83 dated November 28,2023

We are pleased to place an order on you for the following material or other services as detailed below. Subject to the conditions on the reverse

| S. No | DESCRIPTION | UOM | Qty | Total Amount (in Rs) | CGST Rate | CGST Amt | SGST Rate | SGST Amt | IGST Rate | IGST Amt | Remark |
|-------|--|-----|---------------------------------|--|-----------------------|-------------|---------------------|-------------|-----------|-------------|---|
| 1 | (COMH000274) HP Pro Tower 280 (G9) Desktop Warranty: three years onsite comprehensive with OEM | Nos | 70 | 3619000.00 | CGST № @9% - HQ | 325710 | SGST @9% - HQ | 325710 | | | Terms & Conditions as per the Tender no ICSI/ Laptops and Desktop/2022-23/83 dated November 28, 2023 & Annexure "A" |
| | Item Grand Total | | 3619000.00 Tax Grand Tol | | nd Tol | 651420.00 | | | | | |
| Total | Total (Rs.) Less: 70 nos. old desktops @ Rs. 2000/- (all inclusive) i.e. Rs. 1,40,000/- (list enclosed) (Rupees Forty-One Lakh Thirty Thousand Four Hundred Twenty only) | | | Rs: 4270420.00 140000.00 4130420.00 | | | The Incti | tuto of Co | mpany Sec | retaries | of India |

For The Institute of Company Secretaries of India

Delivery/Job completion Schedule Mr Praveen Kumar Veyikandla

C-36, Sector 62, Noida

Latest by: 20/05/2024

Payment Terms 90% against satisfactory completion of supply & Installation of Desktops 10% against submission of Bank Guarantee

Vendor Copy

Authorised Signatory

A. K. SRIVASTAVA Joint Secretary
(Purchase, Store & Administration)
The Institute of Company Secretaries of India C-36, Sector-62, NOIDA-201309 (U.P.)

TERMS & CONDITIONS

1. Delivery of Material

- (i) Delivery of supplies shall be at the stores or any other place stated in the Purchase Order as per the quantity ordered and schedule given therein. Failure or departure in compliance thereof is at vendor's own risk and responsibility.
- (ii) An advance notice for delivery/dispatch of goods under this order shall be given by the vendor to the Institute in writing/oral in case of bulk supplies.
- (iii) All Material/goods shall be delivered strictly between 1.30 P.M. and 3.30 P.M. on a working day (Monday to Friday) unless otherwise specified at the place mentioned in this order.

2. Delivery Challan

Each delivery challan should relate only to one Purchase Order and must clearly indicate our Purchase Order Number, full description of the material (as given in our Purchase Order) and the quantity supplied along with sample, if possible. All supplies will be received subject to counting/weighing/measuring and quality control.

3. Quality Requirements

All material supplied must strictly conform to the quality standards/specifications as per samples approved by us in writing and/or and other related instruction(s) mentioned herein or separately.

4. Rejection

- (i) The Institute at its discretion reserves the right to reject the goods/material supplied, if it is not as per the specification(s)
- (ii) It will be the responsibility and liability of the vendor to remove the rejected material within 7 days from the date of written intimation regarding rejection from our store/godown at his own cost, risk and responsibility.

5. Cancellation

- (i) In case the jobs/goods is/are not carried out within stipulated time, the Institute at its discretion reserves the right to cancel the order at vendor's responsibility without any further notice. The Institute shall be at liberty to forfeit Earnest Money deposited by the vendor apart from its absolute right to recover damages due to failure of the vendor to supply the goods as per specifications/approved samples and/or within the stipulated period.
- (ii) The Institute shall have the right to cancel this order or any part of it or postpone delivery if the goods cannot be taken delivery of immediately for any reason such as acts of God/War Mobilization, requisition or interface from Government or local authority, fire, strikes lockout, disputes with workers, accident to machinery, riots, commotion, political trouble, blockage, quarantines or any circumstances beyond the control or the Institute and the vendor will not be entitled to

6. Invoicing

Invoice should be forwarded to us in duplicate/triplicate mentioning our Purchase Order Number, specification, proper description of the material/goods as per order, quantity supplied along with delivery challan.

7. Dispute

All orders are deemed to be entered at Delhi and are subject to the jurisdiction of the courts in India. 8. Liquidated Damage:

If you fail to complete the implementation of full-fledged system within the period specified in the order, ICSI, shall without prejudice to its other remedies, deduct as liquidated damage as follows:

- a) ½ per cent of total value of contract, for each day of delay, in case of goods are delivered either in full or partly within 7 days after the due date;
- b) 1 per cent of total value of contract subject to maximum 70%, for each day of delay, in case of goods are delivered either in full or partly beyond 7 days but upto 14 days after the due date;
- C) Even after two (02) weeks of delay, if the vendor fails to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.

9. Performance Security:

You are requested to submit the Performance Security Deposit of 5% of the total value of the contract value by way of crossed demand Draft drawn in favour of 'The Institute of Company Secretaries of India', payable at 'New Delhi' which will be refunded (without interest) after expiry of the contract. The performance security shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. You shall not be entitled to any claim or receive any interest on the amount of performance security/guarantee. In case, you opt to convert the EMD as part of the performance security, balance amount towards the performance security is to be submitted by you with the ICSI in the form of bank guarantee from a nationalized bank or through Demand Draft drawn in favour of the Institute of Company Secretaries of India, payable at New Delhi, issued by any scheduled commercial bank immediately within seven (07) days of issue of work order. If, you fail to submit the performance security, the Institute may at its discretion cancel the work order or deduct the equivalent amount from your bill either against this contract or any other contract with the Institute, as the case may be.

Instructions to be followed while Submission of Challans/Invoice to the Institute

Please ensure that while supplying material, proper challan/invoice is submitted with correct Purchase Order number and date mentioned thereon.

Further, the Challan must have name, official seal and signature of the official receiving the delivery with date of receipt of material. Once material is delivered and acknowledgement is received by the vendor, one copy of receipted challan is to be submitted immediately to the Dte. of Purchase and one copy is to be enclosed with the invoice/bill.

This must be followed diligently and failing to comply will lead to rejection of the invoice. This is to facilitate to make payment processing faster.

ADVISORY

It is informed that in spite of clear instruction mentioned in the PO, vendors are not submitting the challan/invoice (or its copy) duly acknowledged by the concerned official of ICSI after delivery of material to the Purchase Department either in soft copy or hard copy immediately after the delivery of the material. Hence it is creating difficulties at the end of the Purchase Department to update the system in a systematic and fair manner. Henceforth, all vendors are advised to adhere to the aforementioned instruction in true letter and spirit. The delivery date of material will be considered as and when the challan/invoice is received in the Dte. of Purchase and the penalty for delay if any will be imposed based on the receipt date of the challan in the Purchase Department. It is also mentioned if the aforementioned instruction is not adhered by the vendors.