

PURCHASE ORDER

Ref No **6101/ 2023-24**

Date **04-MAY-23**

M/s ZVC India Private Limited
Raheja Platinum, No.06A113A,06A127
Sag Baug Road, Marol, Andheri East, Mumbai,
Mumbai City-400059
INDIA

Vendor's Quotation Reference _
Email dated February 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	Unit of Measure	Quantity	Total Amount (in Rs)	CGST Rate	CGS T Amt	SGST Rate	SGS T Amt	IGST Rate	IGST Amt	Remark
1	Supply and Installation of one no. Zoom Pro Plan License for one year which includes: Standard Pro License, Room Connector; Webinar; Cloud Recording as per the quantity(s) given at Annexure 'A'	Each	1	483420.00					IGST @18 % - HQ	87016	
	Item Grand Total			483420.00	Tax Grand Tol		87016.00				
Total	Rupees Five Lakh Seventy Thousand Four Hundred Thirty-Six only			Rs: 570436.00							

For The Institute of Company Secretaries of India

Contract person: Praveen Kumar V DD(IT)

Payment Terms: 30 days after raising of invoice on monthly basis

Vendor Copy


Authorised Signatory

TERMS & CONDITIONS**1. The plan includes the following:**

Sr. No.	Plan	BILLING	Quantity	UNIT RATE	Monthly Cost (Rs.)
1	Pro	Monthly	1	1,105.00	1,105.00
2	Webinar 500	Monthly	1		6,300.00
3	Room Connector	Monthly	7	3440.00	24,080.00
4	CR 500 GB	Monthly	1	8,800.00	8,800.00
Total					40,285.00
GST @ 18%					7,251.30
Grand Total (including GST)					47,536.30

2. Duration: For a period of one year from the date of expiry of contract no. 9591/ 2022-23 dated May 12, 2022.

3. Payment: The ICSI will make monthly payment of Rs. 47,536.30/-(Rs. 40,285.00 /-+GST Rs. 7,251.30) 30 days after raising of invoice on monthly basis for the entire duration of the contract.

4. 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.

5. 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 instructions(s) mentioned herein or separately.

6. Original Software

You agree that the software that is required to be supplied as mentioned in this order shall be genuine and registered software and not a pirated version of any nature.

7. Support

You will provide comprehensive support during the contract/subscription period.

8. Indemnity Clause

You will indemnify ICSI against all statutory liabilities present and future arising out of this order. In the event of violation of any contractual or statutory obligations, you will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, you will be liable to make good/compensate such claims or damages to the ICSI. As a result of your action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, you would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to you while settling your bills. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the ICSI due to negligence, carelessness or inefficiency of your staff, you shall be responsible to make good the loss. The ICSI shall have right to claim the damage / loss suffered by it or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on you.

9. Black Listing:

Notwithstanding any other remedy, the ICSI may by notice in writing blacklist you for suitable period in case you fail to discharge your obligation under this order without sufficient grounds or found guilty for breach of condition(s) of the order, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by you or by your staff or agent.

10. Statutory Compliance:

You will be required to comply with all statutory obligations from time to time applicable to this order.

11. 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) given in the Purchase Order.

(ii) It will be your responsibility and liability to remove the rejected material within 7 days from the date of written intimation regarding rejection from our store/go-down at your own cost, risk and responsibility.

12. 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 your responsibility without any further notice. The Institute shall be at liberty to invoke its absolute right to recover damages due to your failure 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 of the Institute and you will not be entitled to claim any compensation of whatsoever nature.

13. 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.

14. 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 services 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 10%, for each day of delay, in case of services are delivered either in full or partly beyond 7 days but up to 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.

15. Arbitration:

In case of any dispute, difference, claim and demands arising under or pursuant to or touching or in relation to this order/contract, the authorized official of the ICSI and you shall address the same for mutual resolution, failing which the matter shall be referred for the arbitration to the sole Arbitrator who will be mutually appointed by both the Parties i.e. ICSI and ZVC India Pvt. Ltd. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The cost of the Arbitration proceedings shall be shared equally by both the parties. The award of the sole arbitrator shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Delhi. All disputes arising out of this order/contract are subject to the jurisdiction of Courts in New Delhi.

16. Jurisdiction: In respect of any dispute arising between ICSI and you in any matter covered / touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.
