

Purchase Order

Supplier Code	503104	PO No.	5024251077
Supplier Name	Esds Software Solution Pvt Ltd	Date	12.09.2024
Address	B 24 & 25 Nashik - 422007 , India	Amndt. No.	
Tele phone	9765493344	Amndt. Date	
E-mail	ANITA.DONDE@ESDS.CO.IN	Valid From	01.09.2024 To 30.11.2024
Supplier GST NO.	27AABCE4981A1ZV	Your Ref./Date	/
Supplier PAN NO.	AABCE4981A	Payment Terms	30 days after receipt of correct invoice
Tax is Payable on Reverse Charge: NO		Billing Freq.	Monthly Arrea
		PO Creator	Jacob Palliparambil

Bill To Address : Birlasoft Limited 35 & 36, Rajiv Gandhi Infotech Park Pune Phase - I, MIDC, Hinjawadi,, Maharashtra - 411057, IN GST NO. 27AAACK7308N1Z8 PAN NO. AAACK7308N	Ship To Address : Birlasoft Limited 35 & 36, Rajiv Gandhi Infotech Park , Phase - I, MIDC, Hinjawadi, Pune, Maharashtra - 411057, IN GST NO: 27AAACK7308N1Z8 PAN NO: AAACK7308N
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Sr No.	Item Description	HSN/SAC code	UOM	Qty	Rate (INR)	Tax%	CGST	SGST	IGST	Amt(INR)
1	ESDS eNlight Cloud Hosting	997331	AU	1.000	1,260,000.00	18.00	113,400.00	113,400.00	0.00	1260000.00
							Sub Total (Basic Amt)		1,260,000.00	
							SGST		113,400.00	
							CGST		113,400.00	
							IGST		0.00	
							Total Amount		1,486,800.00	

Rupees Fourteen Lakh Eighty Six Thousand Eight Hundred Only

Other Instructions

This request is for purchase for ESDS On-Premises Hosting Services from 01-Sep-2024 till 30-Nov-2024 i.e., 3 months.

Extension to Last PO # 5024250581 was valid from 01-Jun-2024 till 31-Aug-2024 i.e., 3 months.

PR - 0050006982 Nisha Darwatkar

Supplier has to share soft copy of invoice at Birlasoft Supplier Online Portal

(https://supplier-partner-management.ak.birlasoft.com) within 5 days from generation of invoice.

Supplier is required to declare there MSME status and update Birlasoft of any change in the MSME status.

For Birlasoft Limited

Authorized Signatory.

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It is the responsibility of the supplier to update their MSME status to Birlasoft on time to time.

Note :

1. Please arrange to deliver below material/service as per the terms and conditions given below/overleaf/attached.
2. Receipt Voucher Invoice need to be submitted for processing advances or payments.
3. Please quote correct & relevant PO No & Date on all your documents / correspondences.
4. This PO is deemed as accepted if NOT reverted within 3 days from PO Date
5. Supplier will have to abide by all the EOHS Policies and Process implemented by Birlasoft at Pune Facility.

Commercial Terms and Conditions :

1. Standard Terms and condition in below page are in line with this PO only.
2. As PO is digitally signed kindly treat the same as original.
3. Upon shipment of products, or services performed as requested on the official purchase order, the vendor shall submit all corresponding invoices in a timely manner directly to the Commercial Department (within 7 business days from shipment or service completion) of Birlasoft Limited. In order to be processed by the Commercial Department, the invoice must refer the correct Birlasoft Limited legal entity name and 'bill to' address as mentioned in the PO, invoice number, invoice date, and the appropriate Birlasoft Limited purchase order number. Failure to provide any of the referred information, will lead to rejection of invoice.
4. Invoice must also refer the vendor's name and address, telephone, email as appearing on Birlasoft Limited Purchase order, Vendor.
5. A unique Invoice number should be mentioned on every invoice. No duplicate invoice number is allowed.

In the GST regime , below T&C shall be applicable:

1. You will raise the Tax Invoice in the format prescribed as per GST Laws along with prescribed documents for movements of goods and ensure to upload the required data timely in GSTR-1 and GSTR-3.
2. If GST is payable under reverse charge by us, then same should be mentioned on Invoice by you.
3. In case of any advance payment, you shall raise the necessary document and ensure the compliances as required under GST Law.
4. You will ensure that GST credit is unconditionally available to us in the month immediate subsequent month of raising of Invoice.
5. The payment of GST component of the invoice shall be paid 15 working days after submission GSTR 3 acknowledgment copy. The payment will be therefore will be made after matching of Input Tax Credit in the GSTN Portal. In the circumstances that such credit is reversed on GSTIN portal, the same amount shall be charged to you via Debit Note and will be adjusted in subsequent payments.
6. In case of any loss to us on account of non-compliance from your end e.g. incorrect declaration, failure/delay in deposit, failure/delay in upload of transaction, confiscation of goods by Govt. due to improper documents during movement etc. the same shall be recovered from you along with interest/penalty, if any.
7. Where ever applicable, we shall deduct tax at source under the GST Laws at the rates prescribed.
8. On the implementation of GST, you will pass on the direct/indirect benefits accruing to you. This would include benefit pertaining to input tax, reduction in your cost of input material dueto GST, reduction in effective tax rates etc.

Billing for Supply of Goods Or Service to SEZ :

9. With the implementation of Goods and Service Tax (GST) in India from 1st July 2017, Indian Authorities have revised procedure relating to supply of goods or service to SEZ unit or SEZ Developer. Export (Supply of goods and Service) under new regime have been categorized as 'Zero rated supply'.
10. The new regime hence provided for two options of making export (Supply of goods and service) -

For Birlasoft Limited



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- Against Bond followed by refund of Input Tax credit or upon payment of Integrated Goods and Service tax (IGST) and the refund of the same.
11. Under option 1 Export under Bond :- Any GST registered vendor availing this option has to furnish a bond prior to supply of goods or service to SEZ unit. Vendor would supply to the SEZ unit without payment of any tax. Also no tax would be charged on the invoice. However, Notification 17 Central Taxes dated 27.07.2017 requires the following to be mentioned (invoice to carry endorsement):
#SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ UNIT FOR AUTHORISED OPERATIONS UNDER BOND OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF INTEGRATED TAX#
 12. Under option 2 Refund of IGST :- Any GST registered vendor would not require to file any application for the refund of IGST paid on supply of goods and service. He will charge the IGST however, he himself would pay the applicable taxes and then obtain refund of the taxes paid once the supply is approved by the Specified Officer of the SEZ unit. SEZ unit would continue to get the goods / services without payment of any taxes. Notification 17 # Central Taxes dated 27.07.2017 requires to mention the following (carry the endorsement on invoice) in this case:
#SUPPLY MEANT FOR EXPORT/SUPPLY TO SEZ UNIT FOR AUTHORISED OPERATIONS ON PAYMENT OF INTEGRATED TAX#

For Birlasoft Limited



Authorized Signatory.

STANDARD TERMS & CONDITIONS OF THE PURCHASE ORDER

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BIRLASOFT LIMITED: BIRLASOFT LIMITED will be hereinafter referred to as BIRLASOFT LIMITED.

OFFICE: Office shall mean the registered office of BIRLASOFT LIMITED, located at Plot no 35 & 36, Rajiv Gandhi Infotech Park, Phase I, MIDC, Hinjewadi, Pune - 411057

SUPPLY: Please supply the material/render the services as stated in the Purchase Order (P.O.)

PO NUMBER: Please mention P.O. No. & relevant item codes (if applicable) on all your documents. Any material supplied or service rendered without a P.O. lies with the vendor and BIRLASOFT LIMITED will not be liable for any claims regarding the same. Any alteration, modification, extension, variation, cancellation, amendment or other changes to P.O will not be valid until confirmed by BIRLASOFT LIMITED in writing.

CHALLAN / INVOICE: Your challan / invoice description should match with that of the P.O.

DELIVERY: Any material should be delivered strictly between 10.00 AM to 6.00 PM on any working day of BIRLASOFT LIMITED. Vendor is expected to deliver exact quantities ordered; excess or short supplies may be accepted or rejected at the discretion of BIRLASOFT LIMITED. If short supplies are accepted, the remaining materials shall be supplied within the time specified in the P.O. BIRLASOFT LIMITED reserves the right to alter the delivery schedules without prior notice.

QUALITY: All materials supplied must conform to specifications as stated in P.O or as mutually agreed. All supplies shall be subject to inspection at BIRLASOFT LIMITED's Office and BIRLASOFT LIMITED's decision in the matter of acceptance shall be final and binding upon the vendor. The vendor shall ultimately be responsible for the standard and quality of services/material. In case of deficiency in service of the vendor, BIRLASOFT LIMITED reserves the right to deduct proportional amount from the charges/consideration payable to the vendor or to hold the payment of charges till the deficiency is cured or to cancel the order or take any other suitable action.

INSPECTION: The goods shall be inspected on receipt at the place of delivery irrespective of the inspection of the goods at the works/premises of the vendor. Goods shall conform to the drawings, inspection standards, material standards or approved samples supplied by BIRLASOFT LIMITED. Inspection of services will be carried out at BIRLASOFT LIMITED's discretion. Receipt of goods in BIRLASOFT LIMITED premises, after security check, will not tantamount to acceptance of goods by BIRLASOFT LIMITED.

REJECTION: Goods not satisfactory or not up to the standards laid down or found not suitable to the requirements at any stage shall be rejected at the sole discretion of BIRLASOFT LIMITED after inspection. On intimation, the rejected goods shall be forthwith removed from the premises of BIRLASOFT LIMITED by the vendor at his own cost. If not removed within 30 days period from the date of intimation, the goods shall be scrapped or sold in the open market by BIRLASOFT LIMITED and such residual value, if any, shall be paid by BIRLASOFT LIMITED to vendor.

PASSING OF PROPERTY IN THE GOODS: The property in the goods shall pass on to BIRLASOFT LIMITED upon receipt of the goods at BIRLASOFT LIMITED's premises and acceptance thereof by BIRLASOFT LIMITED as evidenced by the Goods Received Note (GRN) of BIRLASOFT LIMITED, unless otherwise specified in the order. Payment shall not constitute an acceptance of the material nor shall it impair BIRLASOFT LIMITED's right to count, weight measure, inspect or approve the material at a later point of time. In the event of subsequent rejection of such goods, all amounts paid for such goods shall be due to BIRLASOFT LIMITED immediately.

PRICE: The prices indicated in the P.O shall hold good till its complete execution.

INVOICE: All invoices should mention full particulars such as P.O. No, date, consignment, reference number, description of the goods supplied, applicable tax nos. such as PAN, VAT, Service Tax, Excise number, GST. The vendor shall intimate BIRLASOFT LIMITED of any changes in the tax structure in writing within 7 days from the date of such change. Such changes are subject approval by BIRLASOFT LIMITED. Failure to comply with these instructions may delay the settlement of your payment.

RIGHTS OF BIRLASOFT LIMITED: BIRLASOFT LIMITED reserves the right to cancel, amend and or alter any terms and conditions of this order without assigning any reason and shall incur no liability whatsoever for the same.

LIQUIDATED DAMAGES: BIRLASOFT LIMITED reserves the right to levy liquidated damages equal to 2% of the price for every week or part of the week during the period of delay in rendering of services or delivery of products, subject to maximum amount of 10% of the Purchase order value.

EXTRA CHARGES: All extra charges such as Sales Tax, Excise Duty, Freight, Packing and Forwarding Insurance, Cartage etc. shall be payable to the vendor only if specifically stated in this order.

SERVICES: The vendor shall be responsible for its personnel deployed at BIRLASOFT LIMITED's premises. The vendor shall be at all times, be solely responsible for the salaries, reimbursements and all labour and employment benefits under any law for the time being in force in respect of such personnel. BIRLASOFT LIMITED shall not entertain any claims whatsoever in this regard. BIRLASOFT LIMITED reserves the right to deny access to the personnel of the vendor without assigning any reason. The personnel of vendor shall always comply with all the rules and regulations as applicable to BIRLASOFT LIMITED's employees at BIRLASOFT LIMITED's premises.

INDEMNIFICATION: The vendor undertakes to indemnify and keep BIRLASOFT LIMITED fully indemnified, compensated and harmless at all times from and against any action, suits, claims, proceedings, damages, liability, losses, expenses or costs on account of any breach by the vendor of its obligations and responsibilities or breach of any term hereof or breach of any warranty or by reason of violation of any present or future law, guideline, rule or regulation or on account of unauthorized acts, fraud, negligence, misconduct, misrepresentation, omission, commission, deed or thing done by the vendor or its employees/representatives or otherwise.

CONFIDENTIAL INFORMATION: Confidential information shall mean and include drawings, formulae, products, services, projects, processes, inventions, technology, know-how, metrics, tools, specifications, photographs, documents, samples, models, machines, software/firmware, machine-readable media of any kind and other information provided by BIRLASOFT LIMITED hereunder, including business information, in written, oral, visual or any other form. The vendor agrees not to disclose to any outside person or not to use for any purpose other than to fulfill obligations under this order confidential information received from BIRLASOFT LIMITED pursuant to this order, which has been disclosed to the vendor by BIRLASOFT LIMITED in confidence. Information shall not be deemed confidential information, and the vendor shall have no obligation with respect to any such information, if such information (i) is already known to the vendor without any obligation of confidentiality; (ii) is or hereafter becomes publicly known through no wrongful act, fault or negligence of the vendor; (iii) is received by the vendor without restriction or obligation of confidentiality from a third party entitled to so disclose it; (iv) is independently developed by the vendor who had no direct or indirect access to, or knowledge of, such confidential information; or (v) is required to be disclosed under any order of a Court, Government body or any other statutory authority; provided the vendor shall make reasonable efforts to give BIRLASOFT LIMITED a written notice of such disclosure and shall cooperate with BIRLASOFT LIMITED in obtaining any injunction order, if so chosen by BIRLASOFT LIMITED. Upon termination of this order, seller agrees to return to BIRLASOFT LIMITED all drawings, blueprints, description or other material received from BIRLASOFT LIMITED and all material containing said confidential information. Obligations of the vendors for maintaining confidentiality shall remain valid for an indefinite period.

WARRANTIES: The vendor shall be responsible for specifically stated warranty period for any defects in the composition or the substance or the materials, defect in the workmanship or process of manufacture of designs of goods and shall make good the same by free replacement or repairs, within 7 days from intimation by BIRLASOFT LIMITED. Where a specific warranty period is not stated in the P.O, vendor's responsibility for warranty shall be valid for a period consistent with the custom of trade for such goods.

LIMITATION OF LIABILITY: The aggregate liability of BIRLASOFT LIMITED shall, in no event, exceed an amount equal to the value of the P.O under which the liability arises. BIRLASOFT LIMITED shall not be liable for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if BIRLASOFT LIMITED has been advised of the possibility of such damages.

JURISDICTION: It is expressly agreed that this contract shall be deemed to have been entered in Pune and only courts in Pune shall have jurisdiction on any claim or dispute that may arise out of this contract.

FORCE MAJEURE: Either party shall not be in default or otherwise liable for any delay in or failure of its performance under this Order where such delay or failure arises by reason of any Act of God, any government or any governmental body, acts of the common enemy, strikes or labor disputes, or such similar or dissimilar cause beyond the control of such party.

NOTICES: All notices, if required to be sent by the terms of this P.O shall be in writing and sent by reputed courier service or hand delivery addressed to, BIRLASOFT LIMITED Plot no 35 & 36, Rajiv Gandhi Infotech Park, Phase I, MIDC, Hinjewadi - 411057.