

PURCHASE ORDER (Software Development & Integration Contract)

PO# 1912202501

Date: 19/12/2025

From:

Power Point Cartridges Pvt. Ltd.

202, Eco Space IT Park, Off. Nagardas Road, Mogra Lane, Andheri (E), Mumbai, Maharashtra – 400069.

Email: rajesh@powerpointcart.com

Phone: +91-22-6647 1111

GSTIN: 27ADNPH6065L1Z1

To:

Kumud Bampal

Residing at: C/O Mohit Malviya, D2102 Supreme Estia, S.NO 19/21,PLOT NO A,C,, Pancard Club Road Baner, Baner, PO: N.i.a., DIST: Pune, Maharashtra - 411045

Email: mohit.btechit@gmail.com

Phone: +91 87930 48909

GSTIN: N/A

PAN: **AYLPB5775E**

1. Scope of Work

1. The Vendor shall design, develop, test, and deploy the software strictly in accordance with the Final Scope of Work (Printer Replacement Flow Estimation Document) attached to this Purchase Order (“PO”) for the existing legacy ERP application.
2. The scope includes, but is not limited to:
 - Printer replacement workflows
 - Logistics city mapping and courier integrations
 - Approval hierarchies and audit logs
 - Printer replacement letters and document generation
 - Pickup, dispatch, pullback, and checklist modules
 - Credit note processing, cartridge return, and inventory linkage
 - Mobile application and vendor portal integrations
 - Reports, registers, dashboards, and data exports

3. Any changes or additions identified during UAT that are directly related to the approved Scope of Work shall be developed and delivered at no additional cost, limited to a maximum of three (3) man-days of effort. Such changes may include form field modifications, filter changes, business rule adjustments, or workflow-related logic enhancements.

4. The wireframes shall serve as a reference for the application's Flow, look & feel and overall UI design. Functional validation shall be carried out during UAT, and the final application must operate strictly in line with the original Scope of Work (SOW) process requirements.

2. Deliverables

The Vendor shall deliver the following:

- Complete source code
- Database objects (tables, indexes, procedures, scripts, if any)
- API endpoints as defined in the Scope of Work
- UI screens, reports, registers, and workflows
- Configuration files and deployment notes
- Technical documentation and database schema
- Test cases and UAT sign-off support

3. Technology & Standards

1. Development shall be carried out using the following technologies:

- Java (Servlets, JSP, Java Beans)
- UI: HTML, JavaScript, CSS, etc.
- Oracle Database
- Existing ERP architecture and coding standards as demonstrated and explained

2. Secure and industry-standard coding practices shall be followed.

3. No paid frameworks, libraries, or third-party components shall be used without prior written approval from the Purchaser.

4. Use of online libraries or external code resources is strictly prohibited.

4. Project Timeline & Milestones

1. The project will be delivered for integration & UAT on or before **07/01/2025** with complete testing and minimum bugs, including buffer time, as per the Scope of Work.

2. Delivery shall be milestone-based.

3. Delays beyond agreed milestones without written approval may attract penalties as defined herein.

5. Project Cost & Payment Terms

1. Payments shall be released only upon successful completion and acceptance of milestones.
2. Acceptance shall be based on:
 - Functional compliance
 - Workflow accuracy
 - Data integrity
 - Audit logs and notifications
3. Applicable taxes (GST) shall be charged separately.
4. The total project cost for the given scope of work is **Rs.2,00,000/- (Rupees Two Lakh Only)**
 - 25% of the project cost advance payment upon mutual finalization of wireframes and Scope of Work. The project timeline shall commence from the next working day after receipt of the advance payment.
 - 25% of the project cost while complete developed and fully tested code will be submitted for integration with existing ERP and UAT.
 - 25% of the project cost after UAT passed successfully and project go live for production.
 - 25% of the project cost after 20 days once application run without any bug.

6. Acceptance & UAT

1. The software shall undergo User Acceptance Testing (UAT).
2. UAT acceptance shall be based on successful completion of short-cycle, defect-free testing.
3. Any defects identified during UAT or within the warranty period shall be rectified at no additional cost.
4. Partial or conditional acceptance shall be at the sole discretion of the Purchaser.

7. Change Request (CR) Management

1. Any enhancement, modification, or deviation from the approved Scope of Work shall be initiated through a formal Change Request (CR).
2. Each CR shall clearly specify:
 - Scope impact
 - Timeline impact
 - Cost impact
3. CR-related work shall commence only after written approval from the Purchaser.

8. Warranty & Defect Liability

1. The Vendor shall provide a minimum warranty period of two (2) months from the date of production started.
2. All bugs, performance issues, and logical defects shall be resolved free of cost during the warranty period.
3. The warranty shall cover workflows, reports, notifications, and system integrations.
4. Any enhancements, functional changes, or new requirements will be treated as out of scope and will be estimated and charged separately.

9. Intellectual Property Rights (IPR)

1. All deliverables, including source code, documentation, database designs, workflows, and business logic, shall be the exclusive property of the Purchaser.
2. The Vendor shall not reuse, resell, sublicense, or disclose any part of the deliverables.
3. Transfer of intellectual property rights shall be deemed complete upon receipt of final payment.

10. Confidentiality

1. The Vendor shall maintain strict confidentiality of all information including, but not limited to:
 - Business rules
 - ERP logic
 - Client and printer data
 - Replacement letters, pricing, and contractual information
2. Confidentiality obligations shall survive termination of this PO.

11. Data Security & Access Control

1. The Vendor shall not copy, extract, store, or retain any production data.
2. System access shall be limited, controlled, and revocable by the Purchaser.
3. No data shall be shared with any third party.

12. Subcontracting

- Subcontracting is strictly prohibited without prior written approval from the Purchaser.
- The Vendor shall remain fully responsible for all deliverables.
- The project will be developed & executed by **Mohit Malviya, Upendra Rai**, and Pawan Shah.
- Any additional developer involvement is allowed only after written approval from Power Point.

13. Penalty / Liquidated Damages

1. Delays or repeated quality issues may attract penalties.
2. A penalty of Rs. 5,000/- per day shall be levied for delays beyond the agreed delivery date and adjusted against the immediate payment due.
3. The maximum penalty shall not exceed 40% of the total PO value.
4. Power point will provide required information for development within 6 hours after demand, considering working time 10am to 11pm. Post 11pm TAT will start from next day 10am. Weekend response available but it may extend up to 8hrs in some cases.

14. Audit, Logs & Compliance

1. All system actions shall be logged with:
 - Date and time stamps
 - User identification
 - Comments and status changes
2. Audit logs shall be reportable and exportable.
3. The Purchaser reserves the right to audit the code, logic, and compliance.

15. Indemnity

The Vendor shall indemnify and hold harmless the Purchaser against:

- Intellectual property infringement claims
- Data loss or security breaches due to Vendor negligence
- Third-party legal claims arising from the software

16. Limitation of Liability

The Vendor's total liability shall be limited to the total PO value, except in cases of:

- Fraud
- Willful misconduct
- Intellectual property violations
- Data breaches

17. Termination

1. The Purchaser may terminate this PO with written notice in the event of:
 - Non-performance
 - Breach of terms

- Quality failures

2. The Vendor shall hand over all work completed up to the termination date.

3. In case the Vendor leaves the project incomplete, the Vendor shall refund the entire amount paid, and the Purchaser reserves the right to claim penalties and commercial losses.

18. Force Majeure

Neither party shall be liable for delays or failures caused by events beyond their reasonable control.

19. Governing Law & Jurisdiction

- This PO shall be governed by the laws of India.
- Courts at the Purchaser's location shall have exclusive jurisdiction.

20. Order of Precedence

In the event of any conflict, the following order of precedence shall apply:

1. Purchase Order
2. Final Scope of Work (attached)
3. Vendor quotation / proposal

Annexures

- Annexure-A: Final Scope of Work (Attached)

21. Acceptance

By signing below, both parties agree to the terms and conditions outlined in this Purchase Order and the attached documents.

Client Signature:

Name: Vishesh Nangia

Title: CEO

Date: 19/12/2025

Vendor Signature:

Name: Kumud Bampal

Title: Director

Date: 19/12/2025