

Service Order

Vendor's Name & Address Code: 20474 BRANDARMS 406, Tandon Apartments, DR Charat Singh Colony Road 400093 ANDHERI (EAST), MUMBAI INDIA Salesperson: Alvin James Saldhana Telephone: 9819348058 VAT - TIN No. CST - TIN No. PAN No. AACPS2080G Ser. Tax. Regn No. AACPS2080GSD001 ECC No.	P.O. No.	7600001054
	P.O Date	30.12.2013
	Your Reference	
	Our Reference	leez
	P.R No.	1000005772
	Payment Terms	As per T&C
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Please supply following in accordance with instructions given below & subject to standard conditions mentioned overleaf.

Delivery Schedule:	3 months
Period of Service:	Start Date: 01.01.2014 End Date: 30.06.2014
Delivery Address	Netmagic IT Services Pvt Ltd., Block B2, 2nd Floor, Nirlon Knowledge Park, Off Western Express Highway, Goregaon(East) Mumbai 400063
Billing Address	Kind Attn : Girish Trivedi Netmagic IT Services pvt ltd 2nd floor (North side), Netmagic Annex Block B-2, Nirlon Knowledge Park, Off Western Express Highway, Goregaon (E). Mumbai- 400063
Bill of Materials	Appendix A
Terms of Conditions	Appendix B
Value of Order	INR 741,576.00 Seven lakh forty one thousand five hundred seventy six rupees only
Remarks	

Note

Appendix A & Appendix B form an integral part of this purchase order

For Netmagic IT Services Pvt. Ltd.

Authorized Signatory



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<u>Appendix A -Bill of Materials</u>					
Sr No.	Material No. / Description	Quantity	Unit	Price / Unit	Net Value(INR)
1	Website design and support Website design and support to cover the following aspects: # Infrastructure service # Application level services # Custom App Support # Content and Design services # Ideation # Analytics and Content Strategy # Training Services (Service Tax - 12.30 % - 40,788.00)	1		330,000.00	330,000.00
2	Website design and support Website design and support to cover the following aspects: # Infrastructure service # Application level services # Custom App Support # Content and Design services # Ideation # Analytics and Content Strategy # Training Services (Service Tax - 12.30 % - 40,788.00)	1		330,000.00	330,000.00
Breakup of Service-based Line Items					
	1 .1 Website design and support	3		110,000.00	
	2 .1 Website design and support	3		110,000.00	
Basic Total Amount					660,000.00
12 % SERVICE TAX					79,200.00
2 % EDU. CESS ON SERVICE TAX					1,584.00
1 % H.EDU.CESS ON SERVICE TAX					792.00
Total PO Amount					741,576.00
Seven lakh forty one thousand five hundred seventy six rupees only					
<u>Appendix B - Terms & Conditions</u>					
1) DEFINITIONS :					
a. BUYER means Netmagic IT Services Pvt. Ltd.					
b. SELLER means an Individual, Firm, Company or any other corporate body to whom BUYER has awarded the PURCHASE ORDER and who agrees to supply the GOODS to the BUYER, based on the terms and conditions of the PURCHASE ORDER.					
c. GOODS means all items, supplies, merchandise, commodities & products provided under the provisions of the PURCHASE ORDER signed and accepted by the SELLER.					
d. SITE means the delivery address mentioned in the PURCHASE ORDER.					

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2) VALIDATION OF INVOICE & OTHER DOCUMENTS:

SELLER will submit 3 copies of Invoices & all shipping documentation, invoices, packing list, airway bill shall clearly indicate the PURCHASE ORDER number. All invoices must be manually signed. An advance copy of the shipping documents for confirmation must be faxed to BUYER.

3) SHIPMENT OF GOODS :

GOODs shipped to BUYER, which are not as per PURCHASE ORDER specifications, will be returned with all concomitant charges being payable by SELLER. Please ensure that the packing list matches with the packages. No shipment should be effected unless authorized by BUYER in writing.

BUYER refuses to accept GOODs if GOODs have been subject to abuse, misuse, accident, alteration, neglect, tamper unauthorized repair or installation and will be returned to SELLER who will bear all costs of shipping, insurance, packaging and other related costs.

4) TRANSPORTATION & TRANSIT INSURANCE :

N/A.

5) LIQUIDATION DAMAGES (PENALTY) :

BUYER would be entitled at its discretion to penalize SELLER a sum upto 5% of the total PURCHASE ORDER value per week for late performance if the delivery of GOODs is delayed beyond the delivery date mentioned in PURCHASE ORDER. This amount shall be deducted from the price of GOODs when paid by BUYER or adjusted as deemed fit by BUYER.

6) REPRESENTATION & WARRANTIES :

SELLER represents that:

- They have the expertise and capability of doing the work as per Description given in Annexure B and at satisfactory service levels.
- No action, suit, proceeding or investigation is pending or, to the knowledge of SELLER, threatened against SELLER that would adversely affect the performance of the work.
- SELLER has adequate financial capability and resources, including materials, labour and the requisite government licenses, sanctions, permissions and likes to perform the contractual work in terms of this Work Order.
- SELLER shall not knowingly infringe upon any copyright, patent, trade secret or other proprietary right of any former client, employer or third party in the performance of the services required by this contract.

7) WARRANTIES # GUARANTEES :

SELLER guarantees GOODs against any defects or failure, which arises due to faulty materials, workmanship or design.

If during the warranty period any GOODs are found to be defective or claimed dead or nonfunctional by BUYER then they shall promptly be replaced or rectified by SELLER at its own cost (including the cost of dismantling & reinstallation) on the request of BUYER & if removed from SITE for such purpose then SELLER has to provide a standby of equivalent specification until the original unit is repaired or replaced.

All the equipment shall be removed & re-delivered to SITE by SELLER at its own cost (Including Octroi, Freight & Forwarding, customs duty, shipping charges, third party charges and like incidental expenses)

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8) **SUPPORT :**
SELLER agrees to provide support during the entire warranty period. SELLER shall depute all its resources to rectify the problem/defective part within a maximum period of 24 hours from the time of intimation of the problem by BUYER

9) **TAXES & DUTIES :**
No other taxes & levies or duties other than those detailed in PURCHASE ORDER shall be payable by BUYER except in case of new taxes, levies or duties imposed by any Authority.

10) **PAYMENT TERMS :**
Payment shall be made monthly after receipt of proper Invoice along with all necessary documents including Packing List, Excise Invoice, Delivery Challan, Original Octroi Receipt and Original Freight Receipt, etc., in the name of BUYER for delivery of GOODS.

BUYER shall be entitled to recover TDS or any other statutory duties as applicable required to be deducted from SELLER's payment. BUYER shall furnish necessary certificates for the same.

11) **TERMINATION FOR DEFAULT :**
Without prejudice to any rights which BUYER holds under law, BUYER can terminate the whole or part of PURCHASE ORDER in any one of the following circumstances which would be deemed to be a breach by the SELLER :-
i) if SELLER fails to make delivery of the GOODS within the time specified in PURCHASE ORDER
ii) if SELLER delivers defective GOODS or GOODS not confirming with the Bills of Material mentioned in the BUYER's PURCHASE ORDER
iii) if SELLER fails to perform any of the other provisions of given PURCHASE ORDER in accordance with its terms.

12) **VENDOR DETAILS :**
SELLER should be registered under VAT / CST / SERVICE TAX and should issue "TAX Invoice" clearly stating the VAT / CST / SERVICE TAX amount separately. SELLER should also mention the allotted VAT / CST / SERVICE TAX registration number clearly in the Invoice. BUYER's VAT TIN No. 27530038796 V & CST TIN No. 27530038796 C.


13) **PARTIAL SHIPMENT :**
BUYER may accept partial shipment of GOODS on SELLER's special request or in case of BUYER's internal immediate requirement. However, all excess charges which become payable due to partial shipment, wrong shipment, short shipment, wrong packing list, etc, on part of SELLER will be borne by SELLER.

14) **ANNUAL MAINTENANCE CONTRACT (AMC) :NA.**

15) **LEGAL JURISDICTION :**
All disputes arising will be subject to the jurisdiction of the Courts in Mumbai and law of India shall prevail.

16) **FOREIGN EXCHANGE RATE :**
N/A

17) **COMMUNICATIONS :**
All the communications reference to given PURCHASE ORDER should be conveyed in writing, clearly mentioning the PURCHASE ORDER to the attention:
Vijay Pathak
DGM - Purchase
Netmagic Solutions Pvt. Ltd.

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<p>Mehra Industrial Estate, Asha Usha Compound,LBS Marg Vikhroli(W), Mumbai - 400 079. Direct Line: +91-22-4041 1516 Fax: +91-22-4041 1501 Cell: +91-9820636110.</p> <p>Please return copy of purchase order dully signed and stamped as token of your acceptance</p>			
<p style="text-align: right;">For Netmagic IT Services Pvt. Ltd.</p> <p style="text-align: right;">Authorised Signatory</p> <p style="text-align: right;"></p>			