



## Purchase Order

Supplier : SWITCHING AVO ELECTRO POWER LTD

Purchase Order Number : PO412406

REHABARI, TINALI, PIYALI PHUKAN ROAD,,K.C. DAS LANE,HOUSE NO. 3,  
GUWAHATI-,GUWAHATI,Assam,India781008

PO Date : 28-Aug-2021

Contract Number :

Supplier GSTIN : 18AAICS2473C1ZE

PO Title : AMC for Switching AVO PVT LTD for H1 ( from 01.10.2021 to 31.03.2022)

Vendor Number	Delivery Terms	Payment Terms
SWITCHING	As per T&C	Immediate

Total Value (in INR) : 2,51,225.00

Amount In Words (in INR) : Two Lakhs Fifty One Thousand Two Hundred Twenty Five Only

Prepared By : Dhruba Baishya  
151210@axisbank.com

Ensure mention of Purchase Order number: PO412406 in all your future correspondences for easy reference and payment facilitation.

This is System-generated PO. It does not require any signature.

Item Details

Purchase Order Number : PO412406

No	Service	Description	Service ID	Amount	Valid From & To	Needed By	HSN/SAC	Notes to Supplier
1.	AMC for Switching AVO PVT LTD for H1 ( from 01.10.2021 to 31.03.2022)	AMC for Switching AVO PVT LTD for H1 ( from 01.10.2021 to 31.03.2022)	AMC for Switching AVO PVT LTD for H1 ( from 01.10.2021 to 31.03.2022)	251225.00	01-Sep-2021 30-Sep-2021			

Ship To:  
Dhruba Baishya(151210@axisbank.com)  
  
Chibber House 3rd Floor G S Road Dispur,Dispur,Assam,IN,781005

Bill To :  
Axis Bank Limited(Assam)  
  
GROUND FLOOR, CHIBBER HOUSE G.S. ROAD  
DISPUR,GUWAHATI,Assam,IN,781005

GSTIN:  
18AAACU2414K1ZE  
  
Attach Branch:  
C002:Corporate Real Estate  
Services (CRES)  
  
Posted Branch:  
EC140\_04:North East Circle

## Terms & Conditions

We are in receipt of following details towards AMC and allied services rendered by the service provider.

Details are as under:

1 AMC service provider name : M/s Switching AVO PVT.LTD.

2 Equipment details :UPS

3 RC validity up to 31.03.2022

4 Period of AMC coverage/AMC Payment : 01.10.2021 TO 31.03.2022

5 Circle Name: North East

6 No of Branches : 57

We confirm: -

- Service provided by the AMC vendor is satisfactory.
- Rates are as per Rate Contract.
- The said invoice/bill(s) have not been presented earlier for payment
- We have imposed the penalty of Rs. 0/- and recover this amount from said bills on account of poor services provided by vendor.
- Expenses sheet/supporting documents duly signed & stamped by the respective Branch have been verified by U&M Official.
- All the expenses under the scope of AMC have been attended free of cost by the service provider.
- Total expenses for R & M out of scope of AMC for the said period is Rs.251225 /- ( details sheet attached)

Through this note, we seek your approval to release net amount of Rs.251225( Exclusive of taxes ) –to

M/s M/s Switching AVO Pvt .Ltd.

Taxes as applicable

## **Standard Terms and Conditions**

1. The Service Provider confirms that the Service Provider has the necessary infrastructure, expertise and financial resources to provide the Services to the Bank and agrees to provide the Services as mentioned in the purchase order in all circumstances, without any demur / delay.
2. The Service Provider shall provide the Services more particularly described in the purchase order for a term as may be agreed in the Service Provider Agreement (if any), or till the completion of the assignment/project for which the purchase order is being issued.
3. The Service Provider agrees to provide Services to the Bank, at all the places/offices/branches in India as mentioned in the purchase order or as may be required by the Bank.
4. The Service Provider's agrees that the charges as mentioned in the purchase order are full and final consideration for the performance of the Services. Such charges are subject to deduction of all applicable taxes, levies, duties, cess and surcharges. The Service Provider shall be solely liable for the payment of all central, state and local levies, taxes, duties, fines and penalties in accordance with the applicable Laws and regulations. Also the Service Provider agrees that the Bank does not reimburse any taxes, duties, fines and penalties paid by the Service Provider, whatsoever.
5. The Service Provider hereby agrees and undertakes as follows:
  - (i) that the invoice raised by the Service Provider shall bear the Goods and Services Tax Identification Number (GSTIN) of the bank as provided by the Bank;
  - (ii) that the Service Provider shall upload the details of the invoices on the Goods and Services Tax Network (GSTN) common portal in the prescribed form for supply made to the Bank;
  - (iii) that the Service Provider shall pay the applicable tax /cess imposed on the supply of goods or services (GST) on the supply made to the Bank and file the GST returns as prescribed under GST laws within the statutory time limit; and
  - (iv) that the Service Provider shall at all times, comply with all its tax obligations including but not limited to requirements/obligations as prescribed under GST laws
6. The Service Provider agrees that in case of any loss/denial of Input Tax Credit (ITC) to the Bank relating to or arising out of any non-compliance or default or negligence by the Service Provider, the Bank will have the right to recover such tax amount charged to the Bank with interest. The Bank shall be indemnified by the Service Provider to the extent of any loss suffered or incurred due to any non-compliance or default or negligence of by the Service Provider.
7. The Service Provider agrees that in case of (a) any reduction in rate of tax or (b) any benefit of ITC availed of on any supply made by the Service Provider to the Bank, the benefits accruing out of or relating thereto shall be passed on to the Bank, by Service Provider, by way of commensurate reduction in prices and the same shall be reflected in the invoices.
8. The Bank will release the payment to the Service Provider post matching of tax invoices on GST portal. The Bank at its sole discretion shall have the right to retain any past, present and future payments unless it is satisfied that GST in all tax invoices is duly and accurately discharged and the Bank is able to verify the same.

9. The Service Provider agrees and covenants that the Bank has the right to withhold, delay, make part-payment or non-payment of the charges in case the Services performed by the Service Provider are not as agreed with the Bank.
10. The Service Provider agrees and covenants that all payment shall be made by Bank to the Service provider against the original invoice only, either with wet signature physical or digitally signed.
11. The Service Provider represents and warrants to the Bank that the Service Provider:
  - i. shall at all times comply with all applicable laws;
  - ii. Has taken all actions to execute and deliver and to perform its obligations under the purchase order.
  - iii. Shall always ensure that there are no judicial or administrative actions, proceedings or investigations pending or, threatened against the Service Provider.
  - iv. shall not violate any intellectual property rights of the Bank and any third party, while providing the Services
  - v. shall always ensure that no officer of the Bank, director, employee or immediate family member thereof has received or been offered or will receive or offered anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with this purchase order; and that none of them has a business relationship of any kind with the Service Provider and/or its personnel.
  - vi. is not owned or controlled by any director/officer/employee of the Bank or their relatives having the meaning assigned under the Companies Act, 2013
12. The Service Provider covenants and undertakes that the Service Provider:
  - i. Shall ensure the highest standard of care, skill, diligence, prudence and foresight is provided in performing the Services, which standards shall be no less stringent than the best industry standards, including the standards as deployed by leading banks and financial institutions;
  - ii. Shall ensure that the Services are provided strictly within the turnaround time prescribed by the Bank.
  - iii. shall provide the Bank with necessary documentary evidence of compliance and registrations under all relevant statutes/ applicable Law, as and when required by the Bank;
  - iv. shall at all times maintain discipline and good order amongst its personnel and shall align its human resource policies, with respect to personnel involved in or connected with the Services, as may be required by the Bank from time to time;
  - v. Shall be solely responsible for the conduct, working and well-being of its personnel. The Service Provider shall indemnify the Bank for any damages /losses/liabilities accrued or suffered by the Bank arising from or in connection with any act or omissions on part of the personnel;

- vi. shall ensure that the personnel deployed/ engaged by the Service Provider towards providing the Services shall continue to be the employees of the Service Provider and work under its directions and the Service Provider shall ensure that no assurance is made to such personnel for any employment with the Bank and such personnel shall not become or claim any employment from the Bank by virtue of Service Provider engaging them for providing the Services, irrespective of the location of their work;
  - vii. shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the Bank and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the Bank and shall hand over all the records or material to the Bank at such intervals as may be decided by the Bank;
  - viii. Shall develop and establish a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The Service Provider shall also periodically review, test and update such procedures and shall conduct joint testing and recovery exercises with the Bank at such intervals as may be required by the Bank;
  - ix. shall allow the Bank to report to any statutory/ regulatory authority or association of banks/ Institutions, the details of the Service Provider and that of this purchase order, in the event of the Service Provider being involved in fraud or investigation to comply with the provisions of any Law or regulatory or statutory instructions /directives
  - x. shall permit and provide necessary access to the officers/ consultants / service providers appointed by the regulators and Bank to carry out verification / authorization / audit of the Services carried out by the Service Provider
  - xi. shall ensure appropriate segregation in its premises between the area used for providing Services under the purchase order and carrying on its other activities
  - xii. shall conduct or arrange to conduct the background verification of all key Personnel engaged in rendering Services for the Bank's account;
  - xiii. shall comply with all the statutory requirements, and shall make payment of all statutory dues and obligations as an employer / contractor in respect of their staff posted onsite at the Bank's office / establishment / business premises or at the Service Provider's locations or offsite on the field.; shall provide, as and when required by the Bank, a certificate from an independent expert, as acceptable to the Bank, certifying that the Service Provider has complied with and is not in breach of any statutory compliance statutory compliances under applicable Laws including labour/tax/money laundering legislations
13. The Service Provider agrees that the purchase order may be terminated by the Bank at its sole discretion, at any time by providing written notice to the Supplier, without assigning any reason, in case of violation of applicable law & regulations by the Service Provider.
14. The Service Provider shall at all times obtain and keep in force all insurance policies at its own cost, as may be reasonably required by the Bank, including, without limitation against dishonesty, theft, negligence, extortion, robbery, forgery, altered documents, fraud, fidelity and/or any other

dishonest and/or negligent acts on the part of it's personnel's or agents or representatives or employees with the Bank being the loss payee/beneficiary.

15. The Service Provider shall at all times comply with the requirements of the information security, security control and measures, inspection and audit requirements and confidentiality obligations as mentioned in booklet shared by the Bank. On request of the Bank, the Service Provider shall forthwith to provide a certificate on compliance for the same to the Bank
16. The Service Provider cannot use the name, brand and/or trademark/logo of the Bank, its group companies, subsidiaries, or associates or the existence of this purchase order, in any marketing publication or advertisements or in any other manner without prior written consent of the Bank.
17. Any proprietary or intellectual property right produced by or as result of any of the Services rendered by Service Provider shall be the sole and exclusive property of the Bank.
18. The arrangement shall be on non-exclusive basis. However, the Service Provider shall not in any way conflict with or affect the Bank's interests, rights, remedies or in applicable law, in respect of its other similar arrangements.
19. The Service Provider shall indemnify the Bank for any damages /losses/liabilities accrued or suffered by the Bank arising from or in connection with any act or omissions, any breach of applicable Laws by the Service Provider and/or it's personnel, any breach of security and/or leakage of confidential information and personal data including sensitive personal data and information.
20. The addresses of the Parties as mentioned at the beginning of the Purchase Order will be applicable for the purpose of sending any notice/communication.
21. This Terms & Conditions contained in this purchase order shall constitute the agreement between the parties hereto and shall supersedes all prior agreements excluding the Service Provider Agreement executed (if any)..
22. This Terms & Conditions contained in this purchase order shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai / New Delhi.
23. In the event of any dispute, Bank shall be entitled to avail any remedy as may be available under the applicable Law.

The applicability of the terms and conditions as mentioned herein shall survive the termination of the arrangement