



Sentiss Pharma Pvt. Ltd.

PO No.: 24-25/PO/01392

261, Udyog Vihar, Phase - IV
GURGAONGurgaon 122001

TEL #: 26868878,26863236,26863503 FAX #: 26968517,26868041

Regd Office: 212, Ashirwad Commercial Complex D-1 Green Park, New Delhi 110016 India

CIN No : U74899DL1994PTC056894, www.sentisspharma.com

Purchase Order

Vendor ID: 6590003290

Vendor GST No.: 09AACCC3838K1ZF

State Code: UP

CLARITUS MANAGEMENT CONSULTING PVT. LTD.

9560344771 A 27 C, SECTOR 16, NOIDA

Gautam Buddha Nagar, Greater Noida, 201301

Manufacturer Name :**Manufacturer Address :****Phone No.:** 8826366671**Kind Attn.:****Contact Person:** Rishi Raj**Mobile No.:****Amendment No.:** 0**Amendment Date:****PO Date:** 16/Sep/2024**TIN No.:****Price Index No.:** 3087**Drug License No.:****PAN No.:****GST No.:** 06AAACP1612Q2ZD**LD Clause applicable :-**No

We are Pleased to place our order for supplying of goods as per terms and conditions specified herein

Item Code	Description	HSN Code	Delivery Date	UOM	QTY	Unit Price	Disc. %	CGST	IGST	SGST	Amount
404301	Computer Maintenance Exp Multi-Geo Capabilities in Office 365 10000	998313	30/Oct/2024	NOS.	265	320	0	0%	18%	0%	84800
Remarks: URGENT											
Total					265						84800

IGST Amount

15264

Grand Total**100064.00****Price Basis:** DAP**Freight, if Payble:** No**Insurance If Payable:** No**Indent No.:** INDENT-PRC-3F-544 **Indentor:****Ship To:** Sentiss Pharma Pvt. Ltd.-3F

261, Udyog Vihar, Phase - IV, Gurgaon GURGAON India

Bill To: Sentiss Pharma Pvt. Ltd.

261, Udyog Vihar, Phase - IV GURGAON Gurgaon 122001

ECC No.:

Range

Division

ACCEPTED**For Sentiss Pharma Pvt. Ltd.****For CLARITUS MANAGEMENT
CONSULTING PVT. LTD.****(Signature With Stamp)****Name:****Designation :****(SUPPLIER)**

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- Duly receipted Delivery Challan (Acknowledgement for receipt of goods in good condition)

- Invoice Original with address and details as above

Bill Should

- Copy of Invoice

Accompany:

- LR/AWB/BL/Docket No. Towards Transporter Proof.

- Duly accepted (signed and stamped) copy of our Purchase Order.

- Certificate of Analysis must be sent alongwith the consignment.

- In case of Raw Materials, product manufacturing date should not be more than 6 months old.

Please note that the bills will not be accepted till the above documents are enclosed

Remarks:**Payment Terms:** 30 days from the date of Invoice.**OTHER TERMS & CONDITIONS**

1. PRICE PAYMENT No revision in price is permitted during the period of execution of this order. Nothing is payable over & above the price and charges, if any, stated in this order. Advance payment, if agreed upon, shall be made against your request accompanied by duly signed/accepted copy of this Purchase Order. In other cases, payment shall be released on due date subject to receipt of your invoice accompanied by all specified/required documents.
2. GST Unless otherwise specified in the Purchase Order or Agreement, any current taxes and future taxes that may be imposed (including the Goods and Services Tax ("GST")), Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Sentiss will be entitled to recover such taxes
Upon implementation of the GST Act, unless specifically stated otherwise it is hereby agreed by both the parties that if a party makes a taxable supply under or in connection with this Purchase order or Agreement, the party are to comply to GST guidelines for mutual tax benefits and incase they fail to comply the same, Sentiss shall recover an amount equal to the GST payable on that taxable supply
In the event an adjustment arises in connection with a purchase made under Agreement, the supplier must give the other party a credit note or debit note in accordance with the GST Act
If the Agreement requires supplier to pay for, reimburse or contribute to any expense, loss or outgoing suffered or incurred by Sentiss, the amount required to be paid, reimbursed or contributed by Sentiss will be reduced by the amount of input tax credits (if any) to which the Sentiss is entitled in respect of the reimbursable expense
3. DELIVERY Delivery of the goods will be made strictly as per the delivery schedule and at the place specified in this order. The time of delivery is essence of this order and the buyer reserves right to refuse late deliveries. Delivery shall be deemed to be complete only on receipt by us of specified clear document of title and/or receipt of full quantity at the destination of goods in good condition as the case may be.
4. QUANTITY VARIATIONS Delivery of less quantity than ordered is not permitted/acceptable. Excess quantity upto % of the order quantity may be accepted. Quantity & weight recorded at the time of delivery at buyer's designated place shall be final.
5. QUALITY & SPECIFICATIONS Goods shall strictly comply with our/your sample approved by us and the specifications laid down by us. No compromise on quality and workmanship is acceptable.
6. PACKING & MARKINGS The goods shall be packed in suitable, secure & transport worthy packagings and as per the requirements of/instructions in this order. The Supplier shall be responsible for any loss resulting from defective or inadequate packing. The goods and packing shall bear the markings and brand/trade names as per instructions of the Buyer. Use of Buyer's trade marks, designs and logos supplied to the Supplier in relation to the goods supplied to Buyer will not entitle the Supplier to claim any right therein. These will not be used by the Supplier, in any manner, for any other purpose whatsoever.
7. INSPECTION Acceptance of goods shall be subject to inspection by the Buyer at the destination and/or its laboratories. The Buyer reserves the right to reject the

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goods, in part or in full in case the same do not pass its quality tests and/or do not conform to the laid down specifications or found to be defective in any respect. Rejected material will be sent back to the supplier on freight to pay basis and in case material is to be destroyed at buyer's end, the cost of destruction to be borne by supplier. In case of rejected goods bearing Buyer's name and/or logo eg. printed packaging material, the destruction shall always be done at Buyer's location either in presence of the Supplier's representative or against supplier's written consent. logos supplied to the Supplier in relation to the goods supplied to Buyer will not entitle the Supplier to claim any right therein.

8. **INSURANCE & TRANSIT RISKS.** Unless otherwise stipulated, the goods shall be insured by the Supplier at his own cost. Notwithstanding the aforesaid any loss or damage during transit till delivery to the Buyer at the designated destination shall be to the Supplier's account.
9. **INDEMNITY** Notwithstanding any inspection done by the buyer and acceptance of the goods by the Buyer, the Supplier shall be fully responsible and keep the Buyer indemnified and harmless against all claims, losses, damages, actions, costs and liabilities arising of and attributable to any defect and/or shortcoming in the goods supplied by the Supplier. logos supplied to the Supplier in relation to the goods supplied to Buyer will not entitle the Supplier to claim any right therein.
10. **Machines/Equipment** The supplier shall ensure that the software, hardware, parts & service (Collectively called "Components") of the machines purchased under this Purchase Order are not discontinued from market or kept in the possession of the supplier until a period of Ten years, from the date of supplier's invoice (Hereinafter referred to as "Coverage Period"), has completed. Whenever during the Coverage Period or subsequently, supplier makes a decision to phase out machine or its Components, they shall notify Sentiss immediately about such decision and ensure supply of such Components till the end of Coverage Period.
11. **BREACH/DEFAULT** In case the Supplier fails to deliver the goods within the delivery schedule or commits any breach of any terms & conditions of this order, the Buyer has right to cancel the order either in totality or in respect of quantities yet to be delivered. In such an eventuality the Buyer shall be entitled to claim compensation and damages from the Supplier or, at his option, to purchase the goods from alternate source (s) and claim the loss suffered as a result thereof which claim shall be paid by the Supplier forthwith on demand.
12. **FORCE MAJEURE** The parties hereto will not be liable for delay in performance and/or non-performance of this contract, in whole or in part, if the non-performance or delay is directly attributable to the unforeseen reasons Like natural calamities (floods, earthquake etc), acts of God, war and Govt's general restrictions on manufacture and/or trade (domestic/international) on the goods covered under this Purchase Order provided however the affected party notifies to the other party immediately the occurrence and existence of such causes. In the eventuality of such causes continuing for a month, the Buyer at its sole discretion, may cancel the order in which case the supplier shall forthwith refund the advance payment received, if any.
13. **ARBITRATION** All disputes or differences whatsoever arising between the parties hereto out of or relating to the construction, meaning and operation or effect of this contract or breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. It is agreed upon that only the competent courts at New Delhi shall have jurisdiction to deal with any issue arising or and/or relating to this Purchase Order.
14. **AMENDMENTS** No amendment to the Purchase Order or any modification, change or alteration in terms & conditions hereof shall be valid unless made in writing under the signatures of authorised representatives of both the parties.
15. **GENERAL** If the duplicate copy of this order, duly signed by you, is not received by us within seven days of despatch of this Purchase Order by us and nothing to the contrary is heard from you in writing, it will be presumed, at our option, that this Purchase Order has been accepted by you and your obligations shall follow accordingly.

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16 LIQUIDATED
DAMAGES

LIQUIDATED DAMAGES – For instruments, equipment, machines, software, building and structure. If the Seller fails to deliver the goods in accordance with the specifications and delivery schedule as set out in the Purchase Order, the Company reserves the right to exercise its discretion to: a) require the Seller to pay or b) deduct from the total Purchase Order price, as and for liquidated damages, a sum to be calculated at the rate of half a percent (0.5%) of the total price of the undelivered goods or any part thereof whichever is greater, for each started week of delay between the date of delivery specified in the Purchase Order and the actual delivery date.

LIQUIDATED DAMAGES – For spares, Consumables and services, without prejudice and in addition to any other damages contained in any agreement executed between the parties hereto relating to the supply of the goods, if the Seller fails to deliver the goods in accordance with the specifications and delivery schedule as set out in the Purchase Order, the Company reserves the right to exercise its discretion to: a) require the Seller to pay or b) deduct from the total Purchase Order price, as and for liquidated damages, a sum to be calculated at the rate of half a percent (0.5%) of the total price of the undelivered goods or any part thereof whichever is greater, for each started week of delay between the date of delivery specified in the Purchase Order and the actual delivery date.

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