

PURCHASE ORDER



Purchase Doc/Ver. No : 4400001428 / 0000 Created On : 25-08-2023	PAN : AAECT8346F GSTIN No. : 06AAECT8346F1Z8									
To: 1900864-Company CLARITUS MANAGEMENT CONSULTING Private Limited PO Box 201301 201301 Noida PAN No. : AACCC3838K GSTIN No. : 09AACCC3838K1ZF	Delivery At: Tata SIA Airlines Ltd. 9th Floor, Intellion Edge, Tower A Southern Peripheral Rd, Dhani, Sector 72 122001 Gurugram									
Contact Person : E-Mail ID : vikas@claritusconsulting.com Phone : 9811123147 Mobile : 0120-4274116 Fax :	Contact Person : E-Mail ID : Mobile : Board No. : Fax :									
Bill To: TATA SIA Airlines Limited, 7th, 9th & 10th Floor, Intellion Edge, Tower A, Southern Peripheral Rd, Dhani, Sector 72, Gurugram, Haryana 122101.										
Sr. No.	Material Code	HSN Code	Material Description	Per UoM	Quantity	Rate(INR)	GST Rate	GST Value	Freight/ Water Tax	Value(INR)
00010		9983	Power Apps Pages License	1 LE	1	150768.00	18.00 %	27138.24	0.00	150768.00
Total								27138.24	0.00	150768.00
CGST: 0.00		SGST/USGT: 0.00		IGST: 27138.24		Freight: 0.00		Cess: 0.00		
Reference :										
Payment Terms: PAYABLE 30 DAYS FROM DOCUMENT DATE						Incoterms:				
Delivery Timeline: 25.08.2023										
Special Instruction:						Total Value(INR): 177906.24				
PO Validity: 31.03.2024						Rounded Off: 177906.00				
Total Value (Rounded Off) In Words: ONE LAKH SEVENTY SEVEN THOUSAND NINE HUNDRED SIX Rupees TWENTY FOUR Paise										

TATA SIA AIRLINES LTD (Authorized Signatory)	Accepted By (Authorized Signatory)
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TERMS AND CONDITIONS

1. Inspection and Completion of Service(s)/Material(s):
 - 1.1 TATA SIA Airlines Limited ("Company") may nominate any person or employee as its authorized representative ("AR") who shall represent Company for the purposes specified under the provisions of this Purchase Order / Service Order ("Order"). The AR shall have full power to inspect quality of the material(s) ("Material") and/or the service(s) ("Services") rendered at any time.
 - 1.2 Final inspection and acceptance of the Material / Services shall be carried out by AR after the same is intimated to have been completed by the supplier / service Provider ("Supplier"). Pursuant to the final inspection, Company, in its sole discretion would decide the completion of Services to its satisfaction and issue a completion certificate ("Completion Certificate").
 2. Execution of the Material Supply / Commencement of Services: Before commencing with the execution of Material supply / Services, the Supplier shall ensure that prior approval is taken from AR.
 3. Billing and Payment:
 - 3.1 All invoices and accompanying documents (including duly receipted / certified Delivery Challan(s) / Work progress report / Completion Certificate, as applicable) should be raised and submitted in original as per the terms of payment as specified on the face of the Order.
 - 3.2 No payment shall be released against any duplicate of such documents.
 - 3.3 All applicable taxes such as VAT, Service tax, GST, Works Contract Tax shall be mentioned separately in the invoice.
 - 3.4 The Supplier shall indicate its PAN/ WCT no / Service Tax registration number, GSTIN wherever applicable, in all its invoices.
 - 3.5 All invoices related to this Order must be sent to " Finance & Accounts Department " of Company located at 10th Floor, One Horizon Centre, Golf Course Road, DLF Phase-V, Sector 43, Gurgaon, Haryana- 122003
 - 3.6 All payments to be made under this Order shall be subject to deduction of tax at source and/or works contract tax, if any, as per the applicable law, for which appropriate tax deduction certificate will be given.
 - 3.7 Goods and Services Tax
 - 3.7.1 Definition: In this Order:
 - a) "GST" means any tax imposed on the supply of goods or services or both under GST Law.
 - b) "Cess" means any applicable cess, existing or future on the supply of goods and services.
 - c) "GST Law" means the Integrated Goods & Services Tax ("IGST") Act, 2017, Goods & Services Tax (Compensation to States) Act, 2017, Central Goods & Services Tax ("CGST") Act, 2017, Union Territory Goods & Services Tax ("UTGST") Act, 2017, State Goods & Services Tax ("SGST") Act, 2017 and all related ancillary legislations.
 - 3.7.2 Change in Tax law: Sec. 171 of CGST/SGST Act contains provisions related to anti-profiteering. On the basis of same on introduction of GST, the Supplier should pass on the tax benefit/savings, if any, on account of tax credits or lowering of tax rates to us by way of adjustment in the contract price. Non-compliance of the same may lead to levy of penalty by Government. Any increase in tax cost due to change in the rates of tax shall be reimbursed by us.
 - 3.7.3 Obligation of Supplier: The Supplier shall comply with all the compliance requirements under GST Law. Further, the Supplier agrees to do all things that may be necessary to enable us to claim input tax credit in relation to any GST payable under this Order or in respect of any supply of goods or Services under this Order. This shall include (but not limited to):
 - d) Issuing invoices/Debit Notes/Revised invoices/Credit Notes as per the prescribed format, containing all the information as is required for us to avail Input Tax Credit.
 - e) Submission of periodic statements/returns as per the GST laws within specified time lines with complete and correct details as may be prescribed.
 - f) Issuance of Debit Note within the prescribed time limit to enable us to take the Credit.
 - g) Timely payment of tax liability by utilization of admissible credit or through cash.
 - h) Ensuring that the transportation of material is covered by valid e-way bills.
 - i) The Supplier continuously maintains a high GST compliance rating score (to be intimated through a separate mail) as per the GST Law. The Company reserves the right to terminate this Order, if the Supplier fails to achieve/maintain an appropriate GST compliance rating score.
 - j) During the transition period, Supplier shall ensure that in respect of capital goods invoices carrying current taxes and duties are issued and such goods are received by us before appointed date. Taxes and duties will not be reimbursed if such goods are received on or after the appointed date.
 - k) Before raising GST invoices post appointed date, Supplier shall coordinate with the Company especially in case of services with respect to address and Goods and Services Tax Identification Number ("GSTIN") on which such invoices have to be raised.
 - 3.7.4 Penal clause: If any amount of credit, refund or any other benefit is denied or delayed to the Company or any penal charge or interest is imposed on the Company due to any non-compliance by the Supplier (including but not limited to the failure to upload or incorrect disclosure of details on the GSTIN portal or delay/failure to deposit tax within due dates or due to non-furnishing or furnishing of incorrect/incomplete documents by the Supplier, wrong determination of nature of supply), the Supplier shall be liable to reimburse the loss which accrues to the Company on the aforesaid account. Alternatively, the Company shall be entitled to withhold the payment of all the subsequent bills issued by the Supplier and recover such loss from any outstanding payment.
 4. Variation:
 - No price variation (escalation) is payable / recoverable on any account whatsoever.
 5. Liquidated Damages:

Time is the essence of the Order and in the event of any delay on part of the Supplier to achieve supply of Material and/or completion of Services within the time lines as specified in the Order, the Supplier shall be liable to pay to Company a sum equal to 0.5% of the Order value for each day of delay, subject to a maximum of 15% of the Order value or the additional cost incurred towards sourcing the Material / Services from alternate supplier / service provider, whichever is higher, for such default as liquidated damages, which the Supplier acknowledges as genuine pre-estimate of loss and damage likely to be suffered and incurred by Company. Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from any of its obligations under the Order. The recovery of liquidated damages is without prejudice to and in addition to the other rights of Company under this Order, including without limitation, the right of termination of the Order, right to invoke the performance bank guarantee, etc.
 6. Intellectual Property Rights:
 - 6.1 The Material and/or Service supplied/rendered by Supplier will continue to be free from infringement of any patent, design or copyright, trade mark or any other proprietary/ intellectual property rights ("IPR") of any third party.
 - 6.2 Supplier hereby grants, assigns and conveys to Company all rights, title and interest in and to all inventions and other proprietary data together with the copyrights, patents, and other similar rights conceived, authored or developed for Company by Supplier in connection with the performance of Services.
 - 6.3 In case of any IPR provided by Company, Supplier shall not use similar IPRs for any other purpose and acknowledges that such IPRs used are sole and exclusive property of Company and that any rights from their usage shall inure to Company's sole benefit.
 - 6.4 Neither Company's name in any form nor any other IPR associated with it or belonging to Company shall be used in any promotional materials, signs, announcements or other forms of communication or advertising by Supplier or in any other manner whatsoever, unless Company's written permission for such use has been obtained in advance.
 7. Warranty Period / Defect Liability Period:
 - 7.1 Supplier warrants that the Material shall be in accordance with the specifications herein or/and in the manual, shall be of merchantable quality, free from any defects in material, design and workmanship, fit and sufficient for the purposes intended. If any Material fails to meet the warranty during the warranty period (as may be specified on the face of this Order), Supplier, upon notice thereof from Company, shall promptly repair or replace the same in a manner acceptable to Company, at Supplier's expense. In case of any default, Company may engage a third party to make good such defects, and recover all related costs, damages and expenses, etc. from Supplier. The foregoing warranties are in addition to all other warranties, express or implied, and shall survive the delivery, performance, inspection, acceptance or payment by Company.
 - 7.2 The Supplier shall, at its own cost, repair and/or rectify any and all defect(s) in the Services performed and/or Materials, components or other items incorporated therein within the Supplier's scope of supply as shall be discovered during the defect liability period (as may be specified on the face of this Order). In case of any default, Company may engage a third party to make good such defects, and recover all related costs, damages and expenses, etc. from Supplier.
 8. Suspension and Termination:
 - 8.1. In addition to any other rights or remedies available under the law or the Order, Company shall have the right to terminate the Order forthwith in case of breach of any of the terms of this Order by Supplier, including the failure to execute and complete the supply of Material / Services or part thereof within the timelines and/or to the satisfaction of the Company
 - 8.2. Company also reserves the right to suspend or cancel the Order (in whole or in part) at any time prior to delivery of the Material and/or completion of Services without any liability (except towards the delivered portion, if any) to Supplier.
 - 8.3 In case of any termination or suspension under this clause:
 - a) All rights accruing to the Supplier hereunder shall cease forthwith. Termination shall be effective on the date that Company specifies in its written notice; and
 - b) The Supplier shall be paid such amount as is appropriate and payable for the part of the supplied Material / Services under this Order, up to the date of termination, that have been performed to the satisfaction of Company.
 - c) Company shall be entitled, at its sole option to engage another supplier / service Provider for executing supply of Material and/or completion of the Services;
 9. Quality:

Quality of Material and workmanship of Services should be of international standards and should comply with latest approved drawings and specifications issued by of Company. Payment shall be subject to the quality approvals for the Material and Services.
 10. General Requirements:
 - 10.1. Supply of Material must be as per the schedule provided by the Company and at specified shipping address of the Company.
 - 10.2. Material should be packed and shipped in transport worthy cartons / boxes or as specified by the Company. All cartons / boxes must have label showing the name of the product , product code , product description (as per Order), quantity enclosed, date of manufacture / packing , batch no. , expiry date (if applicable), delivery challan number thereby enabling Company to identify and recording the inventory in the stocks.
 - 10.3. Delivery Challan and invoice must have the Order number, Order date references, and product, product code as product description as per Order. Consignments received without complete documentation will be returned without acceptance. If multiple Orders are used in a single Delivery Challan / invoice, the quantity should be separately mentioned against each Order.
 - 10.4. Quantity of Material received in excess to Order will be returned at Supplier's cost and risk. If quantity of Material received are short on physical verification than the quantity mentioned on the Delivery Challan, Company reserve the right to take corrective action(s) or return the consignment(s).
 - 10.5. Supplier shall not dispose off Company ordered Material which carries the Company name / logo and / or such Material exclusively designed / produced for the Company to a third party through sale, gift or otherwise.
 11. Confidentiality:

The parties will keep confidential any information of proprietary or confidential nature obtained under this Order and will not, without the written consent of the other party, disclose that information to any person (other than their employees or professional advisers). Immediately following the expiry or early termination of the Order, the recipient, shall, at the instance of the disclosing party, return or destroy, the confidential information of the disclosing party.
 12. Dispute Resolution:

Any dispute, controversy or claim ("Dispute") arising out of, relating to, or in connection with this Order, termination or validity hereof, shall initially be resolved by amicable negotiations between the parties; and if not resolved through such negotiations within 30 (thirty) days of written notice of the existence of such Dispute, shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator, who shall be appointed as mutually agreed upon by both the parties. The seat or legal place of arbitration shall be New Delhi, India. The language to be used in the arbitration shall be English.
 13. Governing Law:

This Order shall be governed by the laws of India. Subject to clause 12 above, in respect of all matters arising out or relating to this Order, the courts at Delhi shall have exclusive jurisdiction to the exclusion of all other courts.
 14. Force Majeure:

Neither party shall be liable to other party for failure to perform its obligations under the Order if such failure is caused by a force majeure event, including, act of God, riots, wars, lockouts, flood, earth quake etc. and if force majeure event continues for more than 30 days continuously, either party may terminate this Order forthwith. Any termination shall be without prejudice to any antecedent breach, matter or litigation.
 15. The Supplier agrees to indemnify, defend and hold harmless Company, its employees, agents, directors and officers from and against any and all claims (including product liability and/or third party claims), liabilities, losses, costs or damages arising out of:
 - l) any negligence, error, omission, breach of Order or default committed by the Supplier in the execution of the Order;
 - m) personal injury to or death of any person or injury, or damage to any property, arising out of any negligence, act, error, omission, or default by the Supplier;
 - n) breach of confidentiality obligations, infringement of third party IPR, or warranty/defect liability obligations by Supplier; and
 - o) Breach of any applicable laws by the Supplier.
 16. Safety, Health & Environment:
 - 16.1 In case the Services are to be executed in the operational/restricted area, such as any airport premises, Supplier, shall, procure applicable permit to access such areas, prior to starting the Services. AR shall provide reasonable cooperation to Supplier for procuring such permit.
 - 16.2 All necessary personal safety equipment shall be kept available for the use of the persons employed on the site and maintained in a condition for immediate use. The Supplier shall provide the high visibility jackets to its personnel without which they will not be allowed to enter the operational area to execute the Services. The Supplier shall take adequate steps to ensure proper use of equipment by those concerned. Adequate precautions shall be taken to prevent danger from electrical equipment.
 - 16.3 The Supplier shall ensure that all safety precautions are taken during execution of Services and safety rules/laws/instructions issued by the appropriate authority and/or Company shall be strictly complied with.
 - 16.4 The Supplier shall be responsible for the Material supplied and / or conducting their activities at the Company premises in an environmental eco-friendly manner as prescribed under the applicable laws.
 17. Anti-Corruption and Anti - Bribery Representation
 - 17.1. Both parties represent and warrant that it is in compliance with all laws of those countries in which it operates, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Order. Both parties further represent and warrant that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to allow any act or decision by such government or entity or (3) secure any improper advantage.
 - 17.2. Both parties further agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the other party. If, after consultation by the parties, any concern cannot be resolved in the good faith and reasonable judgment of the non-infringing party, on written notice to the other Party, it may withdraw from or terminate this Order.
 - 17.3. Either party shall have the right to terminate the Order if the other Party breaches this, or any other representation, warranty or undertaking set forth in this clause 17 of the Order.
 18. Code of Conduct
 - 18.1. The business activities of the Company are self-regulated by the "Tata Code of Conduct" ("Code"), the copy of which is available at <https://www.aivistara.com/trip/sites/default/files/pdf/tata-code-of-conduct.pdf>. The Supplier undertakes that it will endeavour to promptly report any violation or potential violation of the Code by any person to the Company Ethics Counselor or the CEO of the Company. The Company in turn, undertakes that it will maintain confidentiality of all communications received.
 - 18.2. The Supplier shall conduct its business as per its Code of Ethics or Code of Conduct which mandates it to conduct its business ethically and in a compliance to the applicable laws and prevailing good industry practices; compliance to competition laws; prevention and prohibition of corruption, bribery, treats, money laundering.
 - 18.3. During the term of this Order, if the Company reasonably believes that a non-adherence by the Supplier to any part of this Order has occurred, which may potentially be detrimental to the Company's interest, the Supplier shall permit the Company or its appointed independent auditor to audit the Supplier compliance with this Order. Any such audit shall be conducted during normal business hours, without any notice and at the Company's sole expense.
 19. Statutory Compliance:
 - 19.1. The Supplier shall alone be responsible for all payments to the personnel engaged by it, including wages / salary / reimbursements and other statutory payments, including payments on account of employee state insurance, provident fund, gratuity and such other benefits as may be applicable to such personnel from time to time.
 - 19.2. The Supplier shall, in respect of all labor employed by him comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act 1948, Employers Liability Act, 1938, Workmen's Compensation Act 1923, Maternity Benefit Act 1961, Contract Labor (Regulation and Abolition) Act 1970, Employees' Provident Fund and Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948 and any other Act, Rules or Regulations, or any other law relating thereto made from time to time.
 - 19.3. The Supplier shall, without limiting its obligations and responsibilities under the Order, and at its own cost, insure and keep insured its personnel so engaged to do the works against all liabilities for death or injury whatsoever, on account of any accident in the course of performing its obligations under the Order or otherwise at all times. Company shall not be responsible and be held liable for any such death, injury or accident to the personnel engaged by the Supplier.
 - 19.4. In the event Company is made liable to pay any damages or compensation or any other amount whatsoever under this clause, the Supplier hereby agrees to reimburse such damages or compensation to the Company. In addition, Company shall have the right to deduct such amount from the monies due to the Supplier and/or by encashment of the bank guarantee/security, if any.
 - 19.5. Supplier shall maintain at its own expense relevant insurances, such as product liability insurance in reasonable limits covering material, as required by law or common practice and provide Company with insurance copy.
 20. Notices:

Any notice required or permitted under the terms of this Order shall be in writing and shall be delivered in person, or sent under a registered mail with A.D. or sent by Speed Post as appropriate, properly posted and fully prepaid in an envelope addressed, or can be sent by facsimile to the respective parties or to such other address or facsimile number as may from time to time be designated by notice hereunder. Any such notice shall be in English and shall be considered to have been given at the time when actually delivered, if delivered by hand, or upon the next working day following sending by facsimile or in any other event within (3) three working days after it was mailed in the manner hereinbefore provided.
 21. Miscellaneous:
 - 21.1. This Order, together with any exhibits, manuals, or specifications referenced herein, constitute the entire agreement between the Company and Supplier with respect to the matter contained herein and excludes any terms and conditions that Supplier may seek to impose in its invoice or any other document.
 - 21.2. Any modification to this Order shall be made only in writing signed by both parties to this Order.
 - 21.3. Supplier shall not assign the Order, either in whole or part.
 - 21.4. If any provision of this Order shall be deemed to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired.
 - 21.5. Any party's delay or failure to exercise any of its rights under the Order shall not be construed to operate as that party's waiver of any such rights
 - 21.6. This Order is entered into on principal to principal basis. Nothing contained in this Order shall be deemed to imply or constitute either party as the agent or representative of the other party, or both parties as parties to be a joint venture or partners for any purpose and as such neither party will have any authority to bind or commit the other. The employees of either party shall also not constitute or be considered as employees or agents of the other party under any circumstances.