



**IFCI Venture/IT/2023-24/ 20106421**

**October 14,2024.**

M/s Claritus Management Consulting Private Limited  
A 27C, 2<sup>nd</sup> floor, Secor 16  
Noida, Uttar Pradesh-201301.

**Kind Attention:** Ms. Aarti Singh

**Subject: Purchase Order for renewal of Microsoft 365 license with one-year online support.**

**Ref:** (i) Purchase order from IFCI Limited with Ref. to contract No. GEMC-511687767028796 and Bid/RA/PBP No.: GEM/2023/B/4304451.

(ii) Your proposal received vide email dated October 11, 2024.

Dear Sir,

The Vendor/Supplier in this PO refers to M/s Claritus Management Consulting Pvt. Ltd.

Please refer to your proposal dated 11-10-2024 on the above subject.

We are pleased to place an order on you for the license renewal of **28 nos of Microsoft-365 Business Premium and 35 nos of Microsoft 365 business basic with managed services/online support for MS 365** for the period of one year at a total cost of ₹ 5,88,939/- (including taxes). Details are mentioned below:

S.No.	Description	Price
1.	Microsoft 365 Premium 28no of license	₹ 5,31,944/-
2.	Microsoft 365 Business basic 35no of license	₹ 56,994/-
3.	Managed services /online support for one year	₹ 1
	Total including tax	<b>₹ 5,88,939/-</b>

The above-mentioned licenses should be in the name of "IFCI Venture Capital Funds Ltd."

The above order is also subject to the Product Specifications/ Scope of Work/Payment Terms as given in Annexure-I and other Terms and Conditions, as mentioned in Annexure-III.

Please convey your acceptance by returning a duplicate copy of this letter and annexures, thereon duly signed by your authorized signatory(ies) within 2 business days.

Yours sincerely,

**Deputy General Manager**

**Enclosed:** Annexure I, II & III

आईएफसीआई वेंचर कैपिटल फण्ड्स लि०  
(A Subsidiary of IFCI Ltd.)  
(भारत सरकार का उपक्रम)

आईएफसीआई टावर, 61 नेहरू प्लेस, नई दिल्ली – 110 019  
दूरभाष : +91-11-41732501, 26453346  
फैक्स : +91-11-26453348  
वेबसाईट : www.ifciventure.com  
सी.आई.एन : U65993DL1988G0I030284

**IFCI Venture Capital Funds Ltd.**

(A Subsidiary of IFCI Ltd.)  
(A Government of India Undertaking)

IFCI Tower, 61 Nehru Place, New Delhi-110019  
Phone : +91-11-41732501, 26453346  
Fax : +91-11-26453348  
Website : www.ifciventure.com  
CIN : U65993DL1988G0I030284



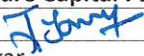
**Annexure-I**

**Scope of work:**

S.No.	Description	Price
1.	Microsoft 365 Premium 28no of license	₹ 5,31,944/-
2.	Microsoft 365 Business basic 35no of license	₹ 56,994/-
3.	Managed services /online support for one year	₹ 1
	Total including tax	₹ 5,88,939/-

- 100% payment shall be made to the vendor towards supply and successful renewal of ordered Microsoft 365 Subscription Licenses in IVCF Ltd.
- Any other configuration if required in renewal of MS 365 licenses must be completed by vendor before proceeding to sign-off.
- Vendor has to configure all security features, ATP, Email Archive, MS teams etc. under both plans of MS 365.
- The vendor has to address all technical queries related to Office 365 and should give a solution within 4 hours.

The service provider should provide all technical configuration documentation and training material to the IFCI Venture Capital Funds.

<b>For IFCI Venture Capital Funds Ltd.</b>	<b>For Claritus Management Consulting Pvt. Ltd.</b>
Signature: 	Signature:
Name: J Sankar	Name:
Designation: DGM	Designation:

**Annexure II**

**Non-Disclosure Agreement**

This Non-Disclosure Agreement ("**Agreement**") is executed at New Delhi on ..... by and between

Claritus Management Consulting Pvt. Ltd. A company having its registered office at F-12, 1st Floor, Kalkaji, New Delhi - 110019, India (**herein referred to as 'Vendor' / 'Receiving party'**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the **FIRST PART**

And

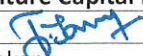
M/s IFCI Venture Capital Funds Limited, a public limited company incorporated under the Companies Act, 1956 (1 of 1956) with Corporate Identification Number U65993DL1988G01030284 and having its Registered Office at IFCI Tower, 61, Nehru Place, New Delhi - 110 019 (hereinafter referred to as 'IFCI Venture' / Customer/ Disclosing Party", which expression shall, unless it be repugnant to the subject or context thereof, include, its successors and assigns) of the **SECOND PART** WHEREAS the COMPANY understands the information regarding servers. Provided by IFCI Venture in their Purchase Order is confidential and/or proprietary to IFCI Venture and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said services and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on IFCI Venture's properties and/or have access to certain plans, documents, approvals or information of IFCI Venture; NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce IFCI Venture to grant the COMPANY specific access to IFCI Venture's property/information

The COMPANY will not publish or disclose to others, nor use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to IFCI Venture, unless the COMPANY has first obtained IFCI Venture's written Authorization to do so.

The COMPANY agrees that notes, specifications, designs, memoranda and other data shared by IFCI Venture or prepared or produced by the COMPANY for the purpose of submitting the offer to IFCI Venture for the said services, will not be disclosed to during or subsequent to submission of the offer to IFCI Venture, to anyone outside IFCI Venture.

The COMPANY shall not, without IFCI Venture's written consent, disclose the contents of this Purchase Order or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of IFCI Venture in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to IFCI Venture and/or for the performance of the Contract in the aftermath. The COMPANY shall be relieved of all obligations under this Agreement after expiry of contractual terms.

<b>For IFCI Venture Capital Funds Ltd.</b>	<b>For Claritus Management Consulting Pvt. Ltd.</b>
Signature: 	Signature:
Name: J Sankar	Name:
Designation: DGM	Designation:

**Terms and Conditions**

The Vendor/Supplier in this PO refers to **Claritus Management Consulting Pvt. Ltd.**

**Inspection**

IVCF or its representative will carry out inspection to confirm their conformity to the Contract in terms of technical specification, technical details and inspection of Version of the Software supplied. Should any inspected or tested equipment fail to conform to the specifications or it is not as per the purchase order, IVCF may reject them and the supplier shall either replace the rejected Software's or make all alterations necessary to meet specification requirements free of cost to IVCF within 2 weeks from the date of inspection.

**Support**

One Year support from the Vendor/OEM.

**Liability of the Vendor**

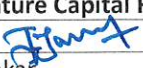
1. IVCF shall hold the Vendor, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of nonfulfillment of any obligations under the Contract.
2. The Vendor shall be the principal employer of the employees, engaged by the Vendor and shall be vicariously liable for all the acts, deeds or things done by its employees.
3. Such liability of the Vendor will be restricted to the actual amount of the Contract. However, the Vendor would be given an opportunity to be heard by IVCF prior to making a decision in respect of such loss or damage.

**Negligence**

In connection with the work or contravenes the provisions of General Terms, if the Vendor neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by IVCF, in such eventuality, IVCF may after giving notice in writing to the Vendor calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, IVCF shall have the right to cancel the Contract holding the Vendor liable for the damages that IVCF may sustain in this behalf. Thereafter, IVCF is to be compensated for good the failure at the risk and cost of the Vendor.

**Indemnity**

The Vendor shall indemnify, protect and save IVCF against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects all hardware and software supplied by him.

<b>For IFCI Venture Capital Funds Ltd.</b>	<b>For Claritus Management Consulting Pvt. Ltd.</b>
Signature: 	Signature:
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Designation: DGM	Designation:

**Publicity**

Any publicity by the Vendor in which the name IVCF is to be used should be done only with the explicit written permission of the Purchaser.

**Force Majeure**

Neither Party shall be liable for any default or delay in the performance of its obligations if and to the extent such default is caused, directly or indirectly, by fires, floods, power failures, Acts of God, act of public enemy, civil commotion, sabotage, wars, insurrections, riots, labor disturbances, strikes, lockouts, go-slow, damage to machinery on account of accident or passing of any statutory order by the eligible authority/ies, prohibiting performance of such obligation by a competent authority; and restrictions of any country affecting the performance of this agreement or any part hereof. The affected party shall intimate the other party within a reasonable time period of such occurrences.

**Applicable laws**

The Contract shall be interpreted in accordance with the laws prevalent in India. Compliance with all applicable laws: The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the IVCF about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the IVCF and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

**Arbitration/ Dispute Resolution**

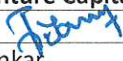
In case any disputes arise out of the contract the party shall try to negotiate the same within 30 days of such dispute. In case the matters remain unresolved the same shall be referred to the Arbitration in accordance with Arbitration and Conciliation Act, 1996 after giving notice of such reference to the other party. The Arbitral Tribunal shall consist of a sole arbitrator, who shall be appointed by IVCF. The venue of the arbitration shall be New Delhi and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties. The expenses of arbitration shall be shared equally among both parties.

**Jurisdiction**

The jurisdiction for the purpose of settlement of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching this contract or the terms and conditions thereof or the construction and/or interpretation thereof shall be that of the appropriate court in New Delhi. The jurisdiction of any other court in any place other than New Delhi is specifically excluded.

**Confidentiality**

The vendor shall keep confidential any information obtained under the contract and shall not divulge the same to any third party. In case of non-compliance of the confidentiality agreement, the contract is liable to be repudiated by IVCF. IVCF shall further have the right to regulate vendor staff. The vendor shall no

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no course of its execution of its work and all the information gathered by the vendor shall be treated as professional communication and confidential. Any violation of this clause shall be liable to cancellation of the contract and invoking the bank guarantee without notice to the vendor.

**GST- Contract Clause**

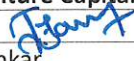
**Tax exclusive Contracts**

Tax clause - The contract value is exclusive of all applicable Indirect taxes, levies, duties and surcharges. Any Indirect Tax (such as service tax, VAT/ CST, entry tax, customs duty, excise duty or any other tax or proposed tax such as GST) will be charged and recovered over and above the agreed consideration.

**Penal clauses (For Vendor Contracts)**

In case any credit, refund or other benefit is denied or delayed to the Buyer due to any noncompliance by the Seller (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents/ invoice prescribed under Law by the Seller, the Seller would reimburse the Buyer the loss to the Buyer including, but not limited to, the tax credit lost interest and penalty.

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