



CIN : L24111UR1985PLC015063

CLARITUS MANAGEMENT CONSULTING PVT LTD
A 27 C, SECTOR 16,
NOIDA,
Gautambuddha Nagar, Uttar Pradesh -
201301, Uttar Pradesh

Contact Person : Maneesh Batra
Tel No. :

Framework Order

PO number/date
3000013845-/28.10.2024
GSTIN: 06AAACE0119K3ZZ
PAN NO :AAACE0119K
Contact person/Telephone
ISS Deptt.

Your vendor number - 64448
MSME Regis.No.- SSR-DL-09-0002403
GSTIN :09AACCC3838K1ZF
GST STATUS : REGISTERED

Delivery / Invoicing Address :
Ester Industries Ltd.
Plot No.11, Block A, Infocity,
Sector # 33 & 34
Gurgaon, India 122001

Valid from: 09.11.2024
Valid to: 08.11.2025
Delivery date: Day 08.11.2024

Terms of delivery: FOR GURUGRAM
Terms of payment: "As per Text below"

Currency INR

Licenses Description	Qty.	Price/license
0365 Business Basic Licenses	300	1305
0365 Business Standard License	150	6765
Exchange Online Kiosk	180	1507

The license prices on basis of annual commitment and half Yearly advance Payment.
One Year License Subscription

Item	Material Order	qty. Unit	Description SAC CODE	Price per unit
00010			0365 Buisness Licenses Subscription	
		1	Activ.unit 997331	
	Gross Price		1,677,510.00	INR 1 AU 1,677,510.00
	IN: Integrated GST		18%	301951.80

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Phone:+91-124-2656100,4572100 Fax:+91-124-4572199,2656199 E-Mail:info@ester.in Website:www.esterindustries.com

Regd.Office & Works:Sohan Nagar,P.O.Charubeta,Khatima-262308 Distt.Udham Singh Nagar,Uttarakhand

Phone:EPABX No.(05943)250153-57Fax No.:(05943)250158

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Item	Material Order	qty. Unit	Description SAC CODE	Price per unit
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The item covers the following services:

10			Microsoft 365 Business Basic	
		300 EA	652.50	
20			Microsoft 365 Business Standard	
		150 EA	3,382.50	
30			Exchange Online Kiosk	
		180 EA	753.50	
40			Microsoft 365 Business Basic	
		300 EA	652.50	
50			Microsoft 365 Business Standard	
		150 EA	3,382.50	
60			Exchange Online Kiosk	
		180 EA	753.50	

Total net value excl. tax INR 1,677,510.00
Total tax INR 301,951.80

Terms of payment

Half Yearly advance

Contract riders (clauses)

License Deployment Activities

The following activities will be carried out in the online Microsoft Services portal:

Creating the relevant Domains

#

Creating Security groups

Creating Users and user licenses

Configuring Email settings and protection

Roles definition and assignment

SharePoint site collections, user profiles, etc.

#

License Validation

Planning and Preparation

Study of existing client environment # users, emailing system, data etc.

Analyze any existing cloud setup

Understand scope in terms of Number of users, average per-user data size involved, number of emails etc.

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Plan Migration Approach if required else,
Installation of O365 licenses
Configure Single Sign-on
Configure Client computers (minimum numbers to be agreed with the customer)
Configure Exchange Hybrid deployment # domain configuration etc.
Training
Office 365 Administration Training
Office 365 Admin Best Practices.
Geographical Scope of Support
Remote support will be provided from CLARITUS office in Noida irrespective of the client location.

SLA & Escalation Matrix

The following SLA will be applicable for the engagement. The aim of the SLA is to identify the nature of the issue and provide expedience of the required order. Best effort will be made by the support team to meet the SLA mentioned herein but there will not be any financial implication in case of breach of SLA. The SLA is applicable for the issues related to the Office 365 deployed by CLARITUS team. In case of escalations to Microsoft support team, the clock will be stopped when the issue has been raised with Microsoft support team.
SLA: Business Hours. Category Description Response Time
Critical

A Problem that affects entire application

Incident must be attended to immediately. Response includes a sustained effort using any and/or all available resources as required until the Incident is resolved.

Generally end users are unable to access the application due to related services other than the application malfunctioning itself and no work around is available.

0-30 Min.

High

A problem that affects Web application performance and may lead to a critical incident. Business critical application and/or service is severely degraded or partial loss of mission critical features / functionality.

Non-business critical application and/or service unavailable

Slow or poor connectivity (network bandwidth)

0-1 Hr.

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Medium

The application and/or service which is experiencing minor degradation or non-business critical functions or features are non-operational or unavailable.

Problem affects a single service.

0-2 Hr.

Low

Any activity which will not affect normal business or operations such as patch releases, maintenance, upgrades or installation of new systems or software.

Customers may be inconvenienced, but a suitable workaround is available to allow the customer to continue working, or a delay in resolution is considered acceptable.

Resolution can be postponed OR is far enough away in time to allow response without loss of productivity.

No scheduled completion time is required and normal work can continue until responding.

0-4 Hr.

For Ester Industries Limited

Authorised Signatory

This is a computer generated document and no signature is required

TERMS & CONDITIONS

- 1.CONTRACT: The offer shall be deemed to have been accepted by the vendor on the terms and conditions printed herein unless the vendor informs us in writing ten days from the date of issue of purchase order about unwillingness to accept the said order.
- 2.MATERIAL: (a).All goods or material are to be supplied strictly in accordance with the specifications specified.No change in specifications is permitted without our permission.
(b).All goods or material supplied/used shall be made out of first quality.
- 3.EXPEDITION: The purchaser shall be given access at all reasonable times to the vendor's works or those of his Sub-Contractors in order to inspect the job in progress.
- 4.INSPECTION:(a).The whole of the material may be inspected by the purchaser during the manufacture. Final tests when called for are to be conducted at the premises of the purchaser. The vendor should advise the purchaser at least one week in advance when material is ready for inspection.
(b).The purchaser's inspection does not relieve the vendor from his guarantee or responsibility to supply satisfactory material. The purchaser may waive off inspection at any stage of manufacture without prejudice to his right to reject unsuitable material after arrival at the destination.
- 5.PRICE ESCALATION:Prices are firm and final and no escalation in price is acceptable except otherwise agreed in writing.
- 6.ORIGIN AND TEST CERTIFICATES:The purchaser reserves the right to call for certificates of origin of raw material and test certificates for material and equipment at any stage of manufacturer.
- 7.MARKING: For equipment orders, unless specified on drawings/ specification/purchase order or any other documents, individual price should

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have erection marks clearly mentioned.

8.PACKING: Where packing is necessary, all goods must be carefully and properly secured and packed suitably to ensure adequate protection. In case of any claim arising because of defective packing and/or insufficient packing, the vendor will be held entirely responsible for any loss incurred thereof. Hazardous goods must not be packed with other goods.

9.INVOICES:(a).Invoice in duplicate should be posted immediately to HOD (Materials), ESTER INDUSTRIES LIMITED, P.O. Charubeta, KHATIMA -262309, Distt. Udham Singh Nagar (Uttarakhand) as soon as the dispatch has been made. The invoice must show clearly whether they cover "Part Order," "Balance Order" or "Whole Order." Invoices sent to our Works should be addressed to our Gurgaon Office.

(b)The Supplier is obliged to raise a valid tax invoice carrying all the declarations as prescribed under the GST Law and conforming to the requirements of the tax/ GST laws. Supplier would be required to issue the invoice on the billing location as provided by the Buyer. Unless the Parties otherwise agree, Ester shall not accept any other type of invoice unless prescribed under GST laws.

(c)In case any credit, refund or other benefit is denied or delayed to the Buyer due to any non-compliance 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 by the Seller, the Seller would reimburse the Buyer the loss to the Buyer including, but not limited to, the tax loss, interest and penalty.

10.ADVANCES If tax is liable to be charged/ paid at the time of advances under Goods and Services Tax (GST), the Seller should issue appropriate document (i.e. receipt voucher as per GST law mentioning the GST component applicable on advance) to the Buyer and also deposit the applicable tax within statutory timelines. Further, the Seller should furnish such invoice details on the GST portal with statutory timelines for the Buyer to claim appropriate credits of the same on timely basis.

11.SECRECY OF DRAWING:All drawings, designs, specifications, etc supplied by the purchaser to the vendor must be considered as confidential and must not be copied other than for the purpose of fabrication of the machinery or installation thereof without the written permission of the Purchaser.

12.PATENTS:(a).The prices quoted by the Vendor and mentioned in the order shall include all charges for royalties payable in respect of any Patent, Registered Design, Drawings and technical information, which may be involved in the use of any material/apparatus supplied by the Vendor.

(b).The Vendor shall indemnify the purchaser against any loss, which he may suffer on account of performance of work and quality of supplies.

13.IMPORTANT PROCEDURAL:Vendor shall comply with the following instructions:- (a).Reference No. of the order with respective date must be given on the bill/ challan/packing slips and all correspondence.

(b).Bill copy must accompany each consignment.

(c).Documents through Bank of India, New Delhi Large Corporate Banking Branch, Chanderlok Building, Janpath, New Delhi - 110 001 And two copies of the bill showing complete dispatch particulars and Order No. should be sent to us in advance in case payment is through Bank as per order Terms.

(d).Upon intimation to the Vendor, the Vendor shall take back rejected materials within reasonable time at his own expenses and cost.

14.SAMPLES:Samples, if given to the supplier, should be returned in sound condition along with the supply failing which the cost of the sample will be recovered from the supplier and suppliers challan should indicate the return of the same separately.

15.DISPUTES:Any dispute arising out of this order shall be subject to the jurisdiction of Khatima Court.

16.CORRESPONDENCE:All correspondence for this order should be made at the following address:- HOD (Materials), ESTER INDUSTRIES LIMITED, P.O. Charubeta, KHATIMA - 262 308, Distt. Udham Singh Nagar (Uttarakhand).

17. a.SPECIAL INSTRUCTIONS:Original/duplicate copy of the invoice should accompany the consignment to claim ITC, otherwise ITC amount shall be deducted from your bills.

(b).Test Certificate should be sent along with the consignment.

(c)The dispatch details should be conveyed immediately on dispatch of by E-Mail/Fax to arrange transit insurance by us.

(d)Purchase Order No. should appear and all related correspondence should be addressed to the buyer, on the address and GSTIN mentioned as per P.O.

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