Service Purchase Order

Invoice To OKAYA POWER PVT. LTD. (D7)					P. Order No. 3300055098			Dated 30.10.2024						Validity Upto 31.10.2025		
D-8, Udyog Nagar Rohtak Road					Amendment No 0 FMS No Nego Comparision Sheet No :			Terms of Payment Against Delivery Note								
								Other Ref/ Quotation No								
New Indi	Delhi ,PINCODE : 11	0041														
	N : 07AADCA7106P1ZH	Tel :														
	e Code 07									E-		oterms rne by su	mulion			
	l Id. Dier				Delivery	Address	5			FI	eignt bo	rne by st	ippner	Transac	tion Type	
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	A, PINCODE : 201301													.		
	e : UTTAR PRADESH try: India				Tel No.: State: D									Nature (of Supply	
	No : 7217663741 Mob	:			State Co											
	l :accounts@clarit		-		Email:		0									
	act Person : CLARIT SULTING PRIVATE L	US MANAG	GEMEN I.		GSI NO:0	7AADCA71	.06PIZH									
	No : 09AACCC3838K1Z	F State	Code :	09												
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Sno	Description of goods	HSN/SAC Code	Quantity	UOM	Unit Price	Freight charge	Discount	Taxable Value	CGST Rate	CGST Value	SGST Rate	SGST Value	IGST Rate	IGST Value	Total Value	
Sno	Description of goods Microsoft365 Exchange Online Archiving(C		Quantity	UOM AU		-	Discount								Value	
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Service Purchase Order

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7		osoft 365 Apps		331	1.00	AU	5,640.00			5,640.00					18%	1,015.20	6,655.20	
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	CONSULTING PRIVATEL (502820) is denied by the tax authorities to OKAYA POWER PVT.LTD.(D7) shall be entitled to recover such amount from the CLARITUS MANAGEMENT CONSULTING PRIVATEL (502820) by way of adjustment from the next																	
	invoice. In addition to the amount of GST, OKAYA POWER PVT. LTD. (D7) shall also be entitled to recover interest at																	

the rate of 24% and penalty, in case any penalty is imposed by the tax authorities on OKAYA POWER PVT. LTD. (D7). 2.In the event that the CLARITUS MANAGEMENT CONSULTING PRIVATE L (502820) does not deposit the GST charged on the invoice issued to OKAYA POWER PVT. LTD. (D7) for any reason whatsoever, this Agreement shall be liable to be terminated with immediate effect and CLARITUS MANAGEMENT CONSULTING PRIVATE L (502820) shall be liable to pay such damages as may be reasonably estimated by OKAYA POWER PVT. LTD. (D7). 3.An acknowledgement of this Order should be sent to OKAYA POWER PVT. LTD. (D7). immediately on receipt of order, confirming the price, delivery and other terms & conditions. 4. The order is subject to amendments & cancellation. 5. Payment shall be made only for Material approved and quantity received at site. No defective material shall be accepted. 6.In case of manual unloading being done, the unloading shall be in the Supplier's scope. 7.Delivery of materials, must not exceed the specified time provided by the OKAYA POWER PVT. LTD. (D7). 8.GST Invoice shall be submitted at the time of delivery of material. 9.All disputes are Subject to Courts of Jurisdiction at Delhi only. 10.E-Way bill to be provided by the Supplier if supply value is above fifty thousand for both Inter-state and Intra-State Supplies. Supplies shall be made only after obtaining the E-way bill, or as per the provisions of GST laws, any liability arising from non-compliance shall be on supplier's account. 11.No Escalation will be entertained for whatsoever reason till the completion of order. 12.MTC to be provided along with the material. Warranty shall be as per standard terms. 13. Transit Insurance is inclusive. Transit risk for supplies through rail, road, or any other mode, shall lie on the supplier's account. Any claims arising from such insurance shall be lodged with the insurer by the supplier. 14.Weight tolerance of +/- 0.1% will only be acceptable. Any weight variation more than this will be deducted. 15.It is hereby agreed between the parties that the recipient's entitlement to claim "Input Tax Credit" (ITC) in respect of supply made under this Agreement, depends upon the GST compliances to be mandatorily adhered by the supplier. The Supplier agrees to do all things but not limited to providing GST compliant invoices, debit notes, credit notes or other documentation as per GST law relating to the above supply, payment of taxes, timely filing of valid statutory returns, which would enable the recipient to claim input tax credit. In case, input tax credit ('ITC') of GST is denied or demand is recovered from recipient on account of any non-compliance by the Supplier, including but not limited to, non-reporting of tax invoice in the return, non-payment of GST charged, difference between GSTR-1 and 3B or GSTR-2B & 3B of the supplier, the Supplier shall indemnify the recipient in respect of all claims of tax, penalty and /or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Recipient, at its discretion, may also withhold/recover such disputed amounts from the pending payment of the Supplier. The Supplier shall avail the most beneficial notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax. 16.Purchase Order number and Order reference No. shall be metioned on the invoice, failing which the payment shall not be released. 17. The item description on bill/invoice shall match with the Purchase order of OKAYA POWER PVT. LTD. (D7). 18.Any quantity in excess of the purchase order shall not be dispatched, no payment shall not be made by OKAYA POWER PVT. LTD. (D7). for any amount of excess quantity so dispatched. 19.One copy of the Purchase Order shall be duly signed and stamped indicating the Supplier's acceptance of the Order, the duly signed and stamped copy shall be sent by e-mail or fax to OKAYA POWER PVT. LTD. (D7). 20.Asset no. and serial no. shall be mentioned on the invoice for capital goods only. 21.Pre-delivery inspection report shall be submitted by the supplier, in case of rejection of goods or goods not upto the standards and specifications as mentioned in the Purchase Order, penalty may be imposed on account of rework cost & handling charges. 22. For failure or lapses of any kind for a scheduled delivery, penalty may be imposed @ 5%-10% of the invoice value or actual loss, whichever is higher, the company reserves the right to cancel the Purchase Order on account of such a breach of terms & conditions, without any further communication. 23.In case of supply of expired materials under a valid Purchase Order, OKAYA POWER PVT. LTD. (D7). reserves the right for cancellation, of the Purchase Order in full, without any further communication. 24.Upon acceptance by acknowledgement or commencement of performance, this Order becomes a binding contract in accordance with the terms set herein. 25.All goods supplied against the Order shall be guaranteed against any defects, latent or otherwise, and/or faulty workmanship for a period of 12 months from the date of delivery/installation, or 18 months from the date of dispatch, as the case may be. If during the period of 1 year the goods do not give satisfactory service due to defect or faulty workmanship or otherwise, the seller shall repair and/or replace such goods within a reasonable period of time without any cost to the OKAYA POWER PVT. LTD. (D7). 26. The Seller warrants that there is no violation of Intellectual Property Rights ("IPR") in manufacturing, producing, or selling, and the supplier holds the buyer harmless against any liability, damages, loss, or expenses, or any legal proceedings in connection therewith, arising from or associated with such violations. 27. In the event, the seller is insolvent or make a general assignment for the benefit of creditors or admits in writing its inability to pay debts as they mature and then if the buyer opines that the seller appear to be unable to perform any of its obligation under the term and condition of the purchase order, buyer may cancel the purchase order in whole or in part and/or pursue any further remedies available at law or in equity. No wavier by buyer of a breach by seller of any provision of the purchase order shall constitute a waiver of any other breach of such provision. All

Registered office address : H-19, Udyog Nagar, Rohtak Road New Delhi-110041

Service Purchase Order

of buyer's right and remedies hereunder shall be cumulative and not exclusive. 28.In no event shall buyer be liable for any accidental or consequential losses or damages of any kind arising out of or resulting from the purchase order or the contract based thereon, or from the performance or break thereof. 29.Seller agrees to indemnify and hold harmless the buyer from and against all losses, liabilities, judicial settlements, expenses including but not limited to attorney `s fees or claims based on injuries or damages to any person or property arising out of or in any way related to a) The purchase agreement and purchase order b) Breach of any obligation or warranty hereunder or c) the delivery condition, use or operation of the goods or services purchased hereunder whether such goods are in equipment machinery or goods sold by buyer to third parties and seller agrees to and shall assume on behalf of buyer, upon its demand (without regard to the real or apparent merit of the said action), the defence of any court or agency actions which may be brought against the buyer. 30.Acceptance of the order shall constitute contract and the contract shall be operative from the date of order till the date of expiry of the Purchase Order.

MOHIT SHARMA	SARVADEEP CHAUHAN	Sarvadeep Chauhan	Arush Gupta
PO Created By	Ordered By	PURCHASE_VP	Director
		Approver 1	Approver 2