

CTRLS/18-19/H/1032

Purchase Order No.		PO Date	Amendment No.	Amendment Date	
CTRLS/18-19/H/1032		23-01-19	00		
Name of the Vendor: Leading Network Systems Pvt Ltd		Consignee Address	CtrlS Datacenters Ltd , Hyderabad		
VENDOR DETAILS: Leading Network Systems Pvt Ltd New GAT No.947,Avalwadi Road, Warehouse No-2 Avalwadi, Wagholi, Pune-412207.		CTRLS GST NO (TELANGANA)	36AADCC1951A1Z8		
Contact Person	Mr. Prem Sankaran	Details attached to this PO – Annexure A1			
Phone	+91-9963619154				
Email	prem.sankaran@schneider-electric.com				
Fax					
Contractor's PAN No.	AABCL0651J	Shipping Address & Billing Address: CtrlS Datacenters Ltd. Plot No. 16, Pioneer Towers Hi Tech City Madhapur Hyderabad-81			
Contractor's GST No.	27AABCL0651J1ZM				
Name of CTRLS Contact Person: Ms. Himatanaya K		Dept.: IT	Mobile No.: +91-9515065455		
		Email id: himatanaya.k@ctrls.in	Prepared By : Himatanaya K		
<p>Sub: Purchase Order for supply of Server racks for our Mumbai DC</p> <p>Ref: Quote Ref through email dated 21-01-2019 and further discussions had with you</p> <p>With reference to the above, we are pleased to issue this Purchase Order for the subject material as per the Terms & Conditions as detailed below. The technical specification sent to you as part of the enquiry documents, subsequent technical & commercial discussion, and all other terms & conditions (except otherwise specifically agreed to in writing) as specified hereunder and to be read along with attached annexures, form an integral part of this Purchase Order.</p>					
S.No.	Description	Qty	Uom	Rate INR	Amount INR
01	42U 600x1200 Rack with Accessories as per Annexure-A1	03	Nos	36,000	108,000
Total in Words INR - Rupees One Lakh Eight Thousand Only					
1.0	Scope of Work: Supply at shipping address is under vendor scope (Freight & Assembly charges is inclusive)				
2.0	Pricing: If price is omitted on this order, goods are to be invoiced at lowest prevailing market price at time of shipment. No claims for increases in prices will be allowed unless an escalation clause has been shown to be a specific part of this Purchase Order. If such a clause is made part of the Purchase Order, Seller shall advise OC, in writing the day the clause becomes effective but, in no case, will escalation be permitted after the original promised delivery date unless there has been an extension of time granted by OC in writing				
3.0	CGST: NA				
	SGST: NA				
	IGST : Extra as applicable				
4.0	Delivery Schedule: Two Weeks from the date of order				
5.0	Recoveries for delay in work completion: In case of delay in delivery time, for reasons attributable to you LD shall be applicable @ 0.5% of the total Order Price per week of delay or part thereof subject to a maximum of 5% of Order Value.				
6.0	Address for Correspondence: You hereby agree that for the proper and effective administration of the Contract, all notices, instructions, payments etc. under the Contract shall be addressed to M/s CtrlS Datacenter Ltd , Pioneer Towers, Madhapur (Hitech City) Hyderabad - 500081, Telangana , Such notices and instructions shall be deemed as duly served to you pursuant to the conditions of Contract. Any change as to the address for correspondence or the contact person shall be duly intimated to us in writing.				
7.0	Contract Performance Bank Guarantee: NA				
8.0	Warranty: One Year for racks and electricals against manufacturing defects from the date of receipt.				
9.0	Payment Terms: 34 days credit from date of invoice and submission of order acceptance				
10.0	Special Instructions For submission of Invoices and Bank Guarantee(s) Invoices For Payment: We have a				

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	system of making payments to our vendors through Bank transfer for which you shall provide relevant details.
11.0	Quantity Variation: NA
12.0	Risk Purchase: During execution of this order, if any delay is observed due to reasons attributable to you other than Force Majeure conditions which may cause delay in completion of the work, CTRLS shall be at liberty to cancel the contract, totally or partially, at any point of time without assigning any reasons, whatsoever, and take alternative measures at your risk and cost.
13.0	Tax Deduction At Source (TDS): TDS shall be deducted at source as per statutory regulations and CtrlS norms
14.0	Site Working Conditions: NA
15.0	Inspection-Field Quality Assurance:
15.1	Penalty clause for Quality violations: For any product not conforming to the approved Quality, drawings, specifications and codes, an amount equivalent to 5% of the current RA bill / the assessed value of rework shall be withheld towards non-adherence. This amount shall be released as under. A) 3% after Satisfactory completion of correction/rework and within the agreed time Schedule and upon certification/acceptance by CTRLS B) Balance 2% together with final bill settlement, if the delay so caused has not (a) affected the Project schedule and (b) resulting imposition of LD by CTRLS
16.0	Construction Water & Construction Power: NA
17.0	Insurance Policies: NA.
18.0	Statutory Requirements: NA
19.0	Other Terms & Conditions: All other terms & Conditions not specifically mentioned herein shall be as per DOR , safety documents
20.0	Vendor's Help Desk: Vendor shall forward their feedback to CtrlS to the group e-mail ID: vhel@ctrls.in for appropriate response from the group, on any critical issues related to execution of this order for which response is unduly delayed by the concerned contact persons from projects, Finance and SCM as indicated in the Order
21.0	Business Ethics: CtrlS is committed to operating its business conforming to the highest moral and ethical standards. This commitment underpins everything that we do in connection with the purchase Order/ Work Orders. CtrlS shall work with suppliers and service providers who share similar value and demonstrate the same values. We expect our suppliers & service providers to confirm to the confidentiality of information shared with them. CtrlS represents and covenants that it has not made , offered, paid, promised or authorized, and will not make, offer, pay, promise or authorize, the payment or gift of money or anything of value directly or indirectly to an party, in exchange for a business advantage, including a commitment to expedite or perform a routine action.
22.0	Non-Disclosure & Confidentiality: All commercial and technical information and data provided by us or the Contract in relation to the project shall be kept confidential and you shall not at any time directly or indirectly disclose such information and data to any person or firm or use or exploit the same in any Manner other than in connection with the pursuit of the object of this Agreement, without the prior written consent of us.
23.0	Order Acceptance: This order is being issued to you in "Triplicate". Please return one acceptance copy of this order to Procurement Team and second acceptance copy to Projects Team duly signed on each page with your Company's seal as a token of your acceptance of this order with all Terms & Conditions. In case no reply is received within 7 days, it shall be deemed that this Work Order has been accepted by you in too.
23.1	Please expedite return of your acceptance copies as advised herein immediately on receipt of the order.
24.0	Post Order Correspondence:
24.1	Please quote our Purchase Order Number in all your future correspondence Which shall be addressed to Project Team Copies of correspondence involving commercial matters shall be marked to Procurement team
24.2	All your invoices for Payment shall be forwarded in Original PLUS 1 extra copy to Project Team „Please note that the above requirement will ensure seamless processing of your invoices While forwarding the invoices, please also ensure that all supporting documents required for processing of invoices are enclosed. For this purpose, we recommend that a check list be submitted together with your invoices.
25.0	Force Majeure: This contract is subjected to for majeure due to any cause beyond reasonable control, Including but not limited to embargoes acts of Government, strikes (not due to you), lockouts (Not due to you), fire, accident, explosion, theft, earthquakes, floods, and any other acts of God, Civil commotion, war, malicious mischief, acts of enemies and any other conditions prevailing Under international norms of practice
26.0	Indemnity: You shall indemnify and keep indemnified us from and against any and all loss, damage, expense (including legal costs on a full indemnity basis), or liability (whether criminal or civil) and costs of settlement suffered or incurred by us, due to any neglect or default by you, agents, employees, partners, directors or representatives of you or due to any breach of undertaking, loss, regulation and other statutory requirements in force in the territory or any other reason so long as such loss, expense, damage, fees or costs resulted from the acts, operations or negligence of you. Maximum Indemnity shall be to the value of the purchase order.
27.0	Settlement of Disputes / Arbitration: All disputes and differences of any kind whatsoever arising out of or in connection with this work order as also with regard to the implementation, meaning, interpretation or implications of the various clauses of the work order or in respect of any other matter or thing arising out of or relating to the

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	development and construction of the Project whether during the progress of the work or after their completion shall be communicated by the Contractor in writing to the Project Manager and all possible efforts would be made by the Parties to sort out and resolve all such matters of controversy, disputes and differences, amicably with due dispatch and effective priority. In case, the Contractor and the Project Manager were unable to resolve such issues amicably latest within 10 working days from the date of receipt of such communication by the Project Manager. In such eventuality the Owner / Project Manager shall take their decision thereon without any undue delay and preferably within next 10 working days and there upon they shall notify in writing such decision to the Contractor within next 5 working days. Unresolved disputes, if any shall be subject to resolution by arbitration by a sole arbitrator duly appointed by the employer. If the parties fail to decide upon a sole arbitrator, such a dispute shall be referred to a panel of three arbitrators wherein each party shall appoint one arbitrator and the two arbitrators shall appoint the third member. Arbitration and Conciliation Act, 1996 shall be the governing law for arbitration proceedings. The seat of the arbitration shall be Hyderabad. The language of the arbitration shall be English. The Contractor shall not, except with the consent in writing of the Owner and Project Manager, in any way delay the carrying out of the Work by reason of such matter, question or dispute being referred to arbitration. On the contrary the Contractor shall proceed with the work with all due diligence and shall, until the decision of the arbitrator is given, abide by the decision of the Project Manager. The award of the arbitrator shall not relieve the Contractor of his obligations to adhere strictly to the Owner's / Project Manager's instructions with regard to the actual carrying of the Work save and except as the Award may specifically affect such instructions.
28.0	<p>You shall be responsible:</p> <p>(a) You shall provide valid tax invoice in compliance with GST and include receiver GSTIN, HSN/SAC, address, place of supply, tax rate, tax amount, advance adjustment etc and the receiver will only be required to pay the supplier for the GST component if it is provided with such valid tax invoice</p> <p>(b) At the time of payment of advance, You would raise and issue an advance receipt note or other document thereof.</p> <p>(c) GST related details mentioned on the invoice should correspond with the GST related details mentioned on the purchase order.</p> <p>(d) Uploading the prescribed details timely on the Good and Service Tax Network ('GSTN') portal, i.e., you shall make arrangements for timely filing of GSTR-1 and pass on the related GST credit, failing which he shall be liable for and indemnify against all liability, loss, damage, claim, delay in credit, interest & penalty</p>
29.0	You will be solely responsible for performing all compliances including correct classification and making payments of GST, cesses, interest, penalties or any other tax/ duty/ amount/ charge/liability arising either out of laws/ regulations applicable in India and overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas.
30.0	In case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/liability / professional costs related to litigation becomes payable by the Company or input tax credit is denied to the Company due to your failure to comply with the relevant laws/regulations applicable in India or overseas, you undertakes to indemnify the Company for an amount equal to amount payable by the Company.
31.0	It is your responsibility to enable the Company to fill in the details as required in the returns prescribed under necessary legislation including GST. Under the GST legislation, input tax credit of the tax so charged by the vendor is available to the Company only upon completion of certain actions by you. The same include payment by you of tax to the Government and also filing of his prescribed return.
32.0	In case of tax payable by the Company under reverse charge mechanism, you shall not charge any tax to the Company.
33.0	The Company reserves the right to adjust any recovery to be made by it for loss suffered due to failure on part of the Vendor by adjusting it or withholding it from any amount deposited with the Company or any other amount payable by the Company to the Vendor (present or future).
34.0	In case the Vendor gets blacklisted, the Company is entitled to recover amount equivalent to the credit denied (including applicable interest and penalty) and tax (if any) on such recovery.
35.0	Payment will be released by the Company upon fulfillment of these prescribed conditions and also once the details filled by the Vendor in its return is auto populated in the return of the Company and further the same matches with the details so provided on his tax invoice. The Company reserves its right to withhold payment till the above mentioned compliances are undertaken by the Vendor.
36.0	If the tax amount has already been paid by the Company to the vendor, the Company reserves the right to recover the applicable taxes/amounts including interest, penalty and associated litigation cost from the dues payable to the Vendor.
37.0	The Company will deduct appropriate taxes if prescribed under GST.
38.0	Any change in consideration / remuneration shall be mutually agreed upon.

ANNEXURE – A1

42 U 600 X 1200 - Server Rack						
S.No	Part Code	Description	Unit	Qty	Rate Rs	Amount Rs
1	CY-2942-13	Rack 19" Cyberack 42U/1200D	Nos	3	36,000	108,000
2	CY-M642-53	Door Steel 600W 42U PRFFUL with slam lock	Nos	3		
3	CY-M642-63	Door Steel 600W 42U Split Perforated with 3 point lock	Nos	3		
4	70-1037	Hardware Front Panel MTG Pkt of 20	Nos	3		
5	86-1740	Earthing Kit	Nos	3		
6	86-1784-42	Cable Basket, 42U (21U Set of 4)	Nos	3		
7	87-6388	Base Frame, 600MMW X 1200MMD, CY	Nos	3		
8	10-9321	Blanking Panel 19", 1U, M.S	Nos	30		
9	SPL	Rack mount power distribution unit, 1Ph, 230V, 32A, 50/60Hz, Zero U standard with 20 X C13 & 4 XIEC 19, Inlet Plug (Inlet Plug Not Installed, Recommended IEC30932A 2P +E), 16A MCB X 2 Circuits - PDU Rating 7.3KVA /Bottom feed-3Mt/ Black	Nos	6		

For CTRLS DATACENTERS LIMITED**Authorised Signatory 1****Authorised Signatory 2**

**Order Acceptance
For Leading Network Systems Pvt Ltd**

Signature with Official seal