

SERVICE PO

M/s:IMPARTUS INNOVATIONS PRIVATE LIMITED 884 , 6TH & 7TH MAIN , 22ND CROSS , SECTOR - 7, HSR LAYOUT, Mobile No. : BENGALURU, KARNATAKA-560102 Vendor 1005604	Please quote this PO no. for future references, invoices etc.,			
	Date :	16.05.2016	PO No.	3000905
	Quot No:		Approval No .	
	Version No	00000000		
	PO Amendment Date	16.05.2016		
PO OF ONLINE LECTURE RECORDING				

We are pleased to place an order on you for Material/Service detailed below, subject to the terms & conditions mentioned in the PO.

S.NO	Service code	Service Description	Qty	UOM	Rate	Net Value
1	4000684	AXIS IP CAMERA 2 MEGAPIXEL	1.000	EA	45,100.00	51,639.50
Vat			14.50 %		6,539.50	
2	4000685	CAMERA LENS 1/3" TAMRON 5-50MM	1.000	EA	5,900.00	6,755.50
Vat			14.50 %		855.50	
3	4000686	CAMERA ACCESSORIES-CUSTOMISED	1.000	EA	3,000.00	3,165.00
Vat			5.50 %		165.00	
4	4000687	INFRARED MICROPHONE SET	1.000	EA	12,000.00	12,660.00
Vat			5.50 %		660.00	
5	4000688	STORAGE TOWER SERVER	1.000	EA	69,000.00	72,795.00
Vat			5.50 %		3,795.00	
6	4000689	NUC KIT SERVER	1.000	EA	30,000.00	31,650.00
Vat			5.50 %		1,650.00	
7		SOFTWARE AND SERVICES	1.000	AU	100,000.00	114,500.00
Service Break Up						
10		SAAS FOR 1ST YEAR	1.000	EA	100,000.00	100,000.00
Service Tax			14.50 %		14,500.00	
8		BLACKBOARD INTEGRATION	1.000	AU	250,000.00	286,250.00
Service Break Up						

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10	BLACK BOARD INTEGRATION	1.000	EA	250,000.00	250,000.00
	Vat	14.50 %		6,539.50	

Total Including of all Taxes	
Total Amount	579,415.00
Amount in Words	FIVE LAKH SEVENTY NINE THOUSAND FOUR HUNDRED FIFTEEN Rupees ONLY
Other Details: AS PER OFFER DATED 21.04.2016. WARRANTY 12 MONTHS. 2ND YEAR AND 3RD YEAR SAAS INR 1 LAKH AND AMC CHARGES 16,000 EACH YEAR EXCLUSIVE TAXES.	
Packing & Forwarding	AS PER NATURE OF MATERIAL
Mode of Transport/Delivery	BY ROAD
Freight	CIP FOR AT UPES CAMPUS
Ship To	MR. RAVINDRA YATAGIRI, BIDHOLI CAMPUS
Bill To	BIDHOLI CAMPUS

For University of Petroleum & Energy Studies

I/We hereby accept the order, delivery & Payment schedule and other terms and conditions as specified herein.

Authorized Signatory

Suppliers Signature and Seal.

GENERAL TERMS AND CONDITIONS OF OUR PURCHASE ORDER

1. Definitions

- 1.1 "Agreement" means the agreement between Buyer and Vendor consisting of the Purchase Order, these Terms and Conditions of Purchase, any special terms and conditions of purchase agreed to by the parties and any other documents (or parts of them) specified in any of these documents.
- 1.2 "Associates" means, in relation to a party, its subsidiary undertakings, any parent undertaking and the subsidiary undertakings of such parent undertaking and any other legal entities in which any such companies hold a controlling interest during the tenure of agreement.
- 1.3 "Buyer" means the UPES placing the Purchase Order.
- 1.4 "Confidential Information" means information belonging to Buyer or any of its Associates, including, without limit, its business and financial information, research and development information (including, without limit, data, studies, protocols, study designs, test or study results, data analyses), strategies, operations, products, services, processes, techniques, technology (including, without limit, specimens, designs, drawings, photographs, software, equipment, programs), know how, trade secrets, customers, suppliers (including, without limit, any orders, agreements, communications, correspondence, specifications, estimates, calculations, models, forecasts), counterparties, the terms of the Agreement and the fact of its existence and any and all proprietary information in whatever form held and any ideas, methods, discoveries, inventions, concepts, or other related Intellectual Property Right (as defined below), received by or disclosed to Vendor or its representatives in any form or that results from Vendor's performance under the Agreement.
- 1.5 "Deliverables" means any deliverables mentioned in agreement.
- 1.6 "Goods" means any Goods specified in the Agreement.
- 1.7 "Intellectual Property Rights" means patents, trademarks, registered designs and all applications for registration of them, copyrights or design rights, any moral right, any know how, any trade or business name, any right to bring an action for passing off or any right, whether subsisting now or in the future, which is similar or analogous to any of these in any part of the world.
- 1.8 "Purchase Order" means Buyer's Purchase Order.
- 1.9 "Services" means any Services specified in the Agreement.
- 1.10 "Vendor/Supplier" means the person, firm or company to whom the Purchase Order is issued.

2. Terms and Conditions

- 2.1 Acceptance: In the absence of written acceptance of the purchase order, Vendor's commencement of work on the services or goods subject to this purchase order, or the shipment of such goods, whichever occurs first, shall be deemed an effective and binding mode of acceptance of this purchase order. ANY ACCEPTANCE BY VENDOR OF THIS PURCHASE ORDER IS LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS WITHOUT MODIFICATION. ANY ATTEMPT BY VENDOR TO REPLACE, MODIFY OR AUGMENT THESE TERMS AND CONDITIONS IN ANY WAY INCLUDING, BUT NOT LIMITED TO, SENDING BUYER A DIFFERENT SET OF TERMS AND CONDITIONS IN CORRESPONDENCE, IN SHIPMENTS OR AS PART OF AN INVOICE, IS TOTALLY REJECTED, AND VENDOR AGREES THAT SUCH DIFFERING TERMS AND CONDITIONS SHALL NOT BE APPLICABLE TO THIS PURCHASE ORDER.
- 2.2 All orders are made on these Terms and Conditions which override and exclude any other terms stipulated, incorporated or referred to by Vendor, whether in any quotation, acknowledgement of the Purchase Order, delivery note or invoice, or in any negotiations or any course of dealing established between Vendor and Buyer. No modification of these Terms and Conditions or any other provision of the Agreement shall be effective unless made by an express written agreement between the parties. If there is a conflict between these Terms and Conditions and the special terms set out in the Agreement, the order of priority shall be, as applicable: (1) the special terms set out in the Agreement, (2) the Purchase Order, and (3) these Terms and Conditions.

3. Warranties

- 3.1 All Goods and/or Deliverables manufactured or supplied shall be of the best quality, material and workmanship, without fault.
- 3.2 All Services shall be performed with all reasonable skill and care, consistent with the highest standards of the Vendor's industry and to the best of the Vendor's skill and ability.
- 3.3 All obligations under the Agreement shall be performed in accordance with applicable current and future laws and regulations. Vendor shall obtain any and all consents, authorizations, licences and releases necessary for the supply of Goods and Services.
- 3.4 It will be the responsibility of vendor to provide free replacement of the material if it fails in operation or manufacturing defects during the warranty period offered to the buyer.
4. **Inspection, Delivery, Warranty and Rejection**
- 4.1 Vendor shall have adequate procedures in place to ensure compliance with the Agreement prior to delivery. Buyer's representatives shall have the right to progress and inspect all Goods at Vendor's works and the works of permitted sub-contractors at all reasonable times and to reject Goods that do not comply with the Agreement. Any such inspection, checking, approval or acceptance given on behalf of Buyer shall not relieve Vendor or its sub-contractors from any obligation under the Agreement.
- 4.2 Products should be securely packed and protected against loss, damage, handling or corrosion in transit. Packing shall conform to UPES/industry standard specifications. Any breakage, damage and/or pilferage in transit arising from faulty packing shall be borne by the Supplier. Each box/packing/bundle/reel must be plainly marked with UPES's purchase order no and address along with position of the Products and special instructions wherever necessary.
- 4.3 The date of delivery of the Goods and/or Deliverables shall be specified in the Purchase Order (as amended, if applicable). The time for delivery is of the essence. Vendor shall ensure that all advice or delivery notes clearly state the Buyer's part number, order number and line number. Delivery shall only be deemed to have occurred when Goods and/or Deliverables have been delivered correctly documented, complete (except where partial delivery is expressly agreed in advance) and in good and correct packaging at the address stated in the Purchase Order, as applicable. Unless otherwise agreed, title and risk in the Goods and/or Deliverables remain with the Vendor until they are delivered.
- 4.4 If delivery is delayed because of anything beyond the reasonable control of the Vendor and the Vendor immediately gives written notice to the Buyer giving full details of the reason for the delay, the Buyer may, at its sole discretion, grant a reasonable extension of time or cancel the Agreement in whole or part and refuse to accept any subsequent delivery of Goods and/or Deliverables without prejudice to any other right or remedy which the Buyer may have.
- 4.5 If Goods and/or Deliverables are incorrectly delivered, Vendor is responsible for any additional expense incurred in delivering them to their correct destination. Buyer is not liable for any additional costs because of delivery beyond agreed due dates or vendor failing to meet the specification in the Purchase Order.
- 4.6 If Goods and/or Deliverables delivered by Vendor do not conform in every respect with the Agreement (whether because of a different quality or quantity measurement to that required by the Agreement or because they are not of satisfactory quality or are unfit for the purpose for which they are required) Buyer shall have the right to reject such Goods and/or Deliverables within a reasonable time of their delivery and to purchase replacements elsewhere but without prejudice to any other right which Buyer may have against Vendor. Before exercising its right to purchase elsewhere, Buyer shall give Vendor a reasonable opportunity to repair, rework or replace rejected Goods and/or Deliverables with Goods and/or Deliverables which conform to the Agreement. Payment shall not prejudice Buyer's right of rejection. Rejected Goods or Deliverables must be credited immediately in full and repaired/reworked or replacement Goods or Deliverables may be invoiced upon redelivery.
- 4.7 All Goods and Services shall be supplied with a repair/rework or replace warranty for 12 months from putting into service or 18 months from delivery or performance (as applicable), whichever shall be the shorter, including without limitation, for any defects which occur due to Vendor's incorrect instructions as to use, incorrect use of data, inadequate or faulty materials or workmanship, any other breach of Vendor's obligations, express or implied or any failure to conform to the Agreement. Repaired/reworked or replacement Goods and/or Services shall also be subject to the warranty stated above for a period of 12 months from the date of delivery, reinstallation or passing of tests, whichever is relevant, after repair/rework or replacement. Such warranty is given without prejudice to any other right or remedy of Buyer.
- 4.8 In case of Imports, if the goods are not conforming to given specifications and rejected, it shall be returned to vendor by sea/air freight as the case may be, on freight pay basis, either on receipt of Supplier's credit note and remittance for the CIF value plus the incidental charges or on receipt of free replacement of goods and acceptance and after obtaining the necessary permission from Reserve Bank of India for export of rejected goods. The credit note and remittance or free replacement of goods should be received by UPES within 3 months from the date of intimation of rejection. If supplier requests to scrap the rejected goods, UPES should be paid with customs duty in addition to value of goods and incidental charges incurred.

5. Price and Terms of Payment

- 5.0 The price is stated in the Purchase Order is inclusive of packaging, packing, carriage, customs clearance, costs and insurance, unless expressly agreed otherwise, and exclusive of service tax/VAT (or sales tax where applicable). No price increases shall apply without Buyer's written approval. No expenses are payable unless Buyer has given advance written approval. All requests for reimbursement for expenses must be accompanied by documentation in a form and detail sufficient to satisfy the tax authorities' requirements on recognition of expenses for corporate tax purposes. Prices shall remain valid till one year from the date of purchase order for repeat orders (if any).
- 5.1 After Buyer has accepted the Goods and/or Deliverables, Vendor may invoice Buyer for the supply of Goods and/or Services as agreed with Buyer in the Purchase Order, setting out the Purchase Order number, actual number of hours worked, itemised reimbursable costs and any applicable VAT (or sales tax where applicable) as a separate line item on the invoice in accordance with the applicable tax legislation. Undisputed invoices shall be paid as per the terms mentioned in the purchase order. Payment is subject to date of verification of receipt of goods. Vendor shall not withhold supplies for any reason without the Buyer's written agreement. Without prejudice to any other right or remedy, Buyer may set off any amount owing from Vendor to Buyer against any amount payable by Buyer to Vendor whether under the Agreement or any other contract between them.

- 5.2 It is being clarified that payment does not mean acceptance of the products and UPES shall have right to reject and claim damages if Products do not meet the specified requirement of UPES. UPES shall have right to either set off such claims against payments from current or future Orders.

6. Variations

- 6.1 Buyer shall have the right, from time to time during the Agreement, to provide a written notice to Vendor to vary the quantities, delivery dates or destinations of the Goods and/or Deliverables and Vendor shall carry out such variations and be bound by the same terms and conditions, so far as applicable, as though these variations were stated in the Agreement.
- 6.2 Where Vendor receives any written notice of variation from Buyer which requires an amendment to the price, Vendor shall promptly give written notice to Buyer giving the amount of any such price amendment by applying the same level of pricing as that contained in Vendor's tender or quotation (as the case may be). If, in the opinion of Vendor, any such variation is likely to prevent Vendor from fulfilling any of its obligations under the Agreement, Vendor shall give written notice of this to Buyer and Buyer shall decide whether or not the variation shall be carried out and shall give written instructions to Vendor. No variations shall have effect until Buyer gives such written instructions.

7. Ownership of Intellectual Property Rights

- 7.1 All Intellectual Property Rights created by Vendor specifically for the purposes of the Agreement shall be transferred and belong to Buyer and Vendor shall do all such things and execute all such documents as may be reasonably required by Buyer to ensure that all such Intellectual Property Rights are effectively assigned to Buyer. Vendor hereby assigns absolutely to Buyer all such Intellectual Property Rights as are capable of legal assignment by the Agreement Any Confidential Information and any Intellectual Property Rights in Confidential Information shall remain the property of Buyer and/or its Associates.

8. Code of Conduct and Ethics for Vendors/Suppliers

- UPES* is committed to acting honestly and ethically. We expect the same of our suppliers. The UPES Code of Conduct and Ethics establishes principles of appropriate behavior and ethical conduct for UPES employees. This Code of Conduct and Ethics for Suppliers sets similar standards for our suppliers.

8.1 Records and Reporting

- Suppliers must keep accurate records of all matters related to their business with UPES, including the proper recording of all expenses and payments. If UPES is being charged for a supplier employee's time, time records must be complete and accurate. Suppliers should not delay sending an invoice or otherwise enable the shifting of an expense to a different accounting period.

8.2 Assets and Information

- Suppliers should protect UPES's assets and information. Suppliers, who have been given access to UPES's assets, whether tangible or intangible, should use them only within the scope of the permission granted by UPES and for the purposes of the engagement with UPES. Suppliers who have been given access to UPES's confidential information should not share this information with anyone unless authorized to do so by UPES. If a supplier believes it has been given access to UPES's confidential information in error, the supplier should immediately notify its contact at UPES and refrain from further distribution of the information. Suppliers should not share with anyone at UPES information related to any other person or organization if the supplier is under a contractual or legal obligation not to share the information.

- * References in this Code to "UPES" include UPES and its affiliates. This Code applies to all suppliers of goods or services to any UPES entity, and to their employees, agents, and contractors supplying goods to or performing services for UPES.

8.3 Bribery and Corruption

- UPES has a zero tolerance policy for making or accepting bribes or kickbacks. In connection with any transaction as a supplier to UPES, or that otherwise involves UPES, suppliers must not transfer anything of value, directly or indirectly, to anyone, including government officials, employees of government-controlled entities, or employees of UPES or any other organization, in order to obtain any improper benefit or advantage. Suppliers acting on behalf of UPES must comply with all applicable laws dealing with bribery. Suppliers must keep a written accounting of all payments (including any gifts, meals, entertainment or anything else of value) made on behalf of UPES, or out of funds provided by UPES. Suppliers must furnish a copy of this accounting to UPES upon request.

8.4 Gifts, Meals, Entertainment, and Other Business Courtesies

- UPES employees may exchange gifts, meals, entertainment, and other business courtesies with suppliers only if they are reasonable, infrequent, and modest in amount, as well as consistent with local law, custom, and practice. In some instances, UPES employees may be subject to monetary limitations on the value of such business courtesies that may be given or received. In all cases, UPES employees must never offer or accept such courtesies under circumstances where they could appear, or appear to affect, decision making. And they must never give or receive cash. We expect our suppliers to respect these restrictions.

8.5 Conflicts of Interest

- Suppliers should have no financial relationship with any UPES employee with whom the supplier may interact as part of their engagement with UPES. Suppliers should take care that any personal relationship with a UPES employee is not used to influence the UPES employee's business judgment. If a supplier has a family or other relationship with a UPES employee that might represent a conflict of interest, the supplier should disclose this fact to UPES or ensure that the UPES employee does so.

8.6 Speaking Up

- Suppliers who believe that a UPES employee, or anyone acting on behalf of UPES, has engaged in illegal or improper conduct should report the matter to UPES. Suppliers can raise the issue with the employee's manager, or contact UPES's ethics and compliance personnel at deepa.verma@upes.ac.in. A supplier's relationship with UPES will not be affected by an honest report of potential misconduct.

9. Termination:

- 9.1 The Buyer may at any time by written notice terminate the Agreement instantly in whole or in part without compensation to the Vendor if any of the following events occur:

- 9.1.1 indiscipline by employee of Vendor or commission of a breach of any of the terms of the Agreement;

- 9.1.2 a receiver, administrator, liquidator or trustee in bankruptcy is appointed over the Vendor, or if any analogous insolvency event occurs in any jurisdiction in which Vendor operates;

- 9.1.3 end or ceases or threatens to cease to carry on its business; or

- 9.1.4 Control of more than 50% of the voting rights in the Vendor is transferred.

10. ARBITRATION

- Except for seeking interim injunction in the court of competent jurisdiction, it is mutually agreed between the Parties that all differences or disputes arising out of or in connection with this agreement shall be settled by mutual discussions and negotiations. If such differences cannot be resolved by discussions and negotiations then the same shall be referred to the arbitration of sole arbitrator, who shall be appointed by the Vice-Chancellor of the University. In the event of appointing authority fails to appoint the sole arbitrator, then the arbitrator shall be appointed under the provisions of Arbitration and Conciliation Act, 1996. The decision and award of the arbitrator so appointed will be final and binding on both the Parties. The provisions of Arbitration & Conciliation Act, 1996 or any statutory modification and re-enactment thereof will apply to such arbitration. The arbitration proceedings will be held in Delhi and the courts in Delhi alone shall have exclusive jurisdiction in respect of all such matters. The cost of Arbitration proceedings shall be borne equally by both the parties.

TERMS AND CONDITIONS - PURCHASE ORDER NO 3000905 ISSUED 16.05.2016