



# Purchase Order

Supplier : NeoSoft Private Limited

Purchase Order Number : PO595662

Unit No. 5, 4 th Floor, The Ruby, Senapati Bapat Marg,,Dadar West, Mumbai, Maharashtra, 400028,Mumbai,Maharashtra,India400028

PO Date : 04-Jul-2022

Contract Number : MSA14797

Supplier GSTIN : 27AAICN0365N1Z2

PO Title : Procurement of 6 resources for BBPS COU Inhouse Development- Dec To Dec 2022

Vendor Number	Delivery Terms	Payment Terms
10011144	As per T&C	Net 30 days

Total Value (in INR) : 4,694,300.00

Amount In Words (in INR) : Forty Six Lakhs Ninety Four Thousand Three Hundred Only

Prepared By : Kashmira Panchal  
354021@axisbank.com

Ensure mention of Purchase Order number: PO595662 in all your future correspondences for easy reference and payment facilitation.

This is System-generated PO. It does not require any signature.

## Item Details

Purchase Order Number : PO595662

No	Service	Description	Service ID	Unit Rate & Qty	Amount	Valid From &	Needed By	HSN/SAC Code	Notes to Supplier
1.	Procurement of Neosoft resources for BBPS COU Inhouse Development	Procurement of resources for BBPS COU Inhouse Development cost of 6 resources for 1 month 722200			4694300.00	01-Dec-2021 16-Jun-2022		998314	

Ship To:  
Kashmira Panchal(354021@axisbank.com)

Axis Bank, Plot No. 37 MIDC Central Road Andheri East,Mumbai,Maharashtra,IN,400069

Bill To :  
Axis Bank Limited (Maharashtra)

AXIS HOUSE, BOMBAY DYEING MILLS COMPOUND,  
PANDURANG BUDHKAR MARG, WORLI,  
MUMBAI,MUMBAI,Maharashtra,IN,400025

GSTIN:  
27AAACU2414K1ZF

Attach Branch:  
C002:Information Technology

Posted Branch:  
C002E:MIDC - Andheri

## Terms & Conditions

1. Payment Terms : Monthly arrears
  2. Taxes if any shall be payable extra.
  3. All other terms and conditions are as mutually agreed between Axis Bank Ltd . and "NeoSoft Private Limited".
  4. The above mentioned Purchase Order No should be quoted for payments related to this order along with necessary approvals/confirmations.
  5. Any payment, post issuance and acceptance of the Purchase Order, shall be made upon execution of the definitive Agreement between the Bank and NeoSoft Private Limited, which must be entered into within 30 days of issuance of the Purchase Order. If such definitive Agreement is not entered upon by the Parties in the stipulated time, Bank may cancel the said Purchase Order. In an aforesaid event of cancellation of Purchase Order, NeoSoft Private Limited shall be liable to immediately refund all advance amounts paid by the Bank, if any, and the Bank shall reserve its rights to recover the such amounts.
  - 6.As per the GST regulations, Axis Bank Ltd. is not eligible to claim any GST Input Tax credit after 30th September 21 in respect of invoice dated FY21 and the same will apply for invoice dated prior to FY21.
  - 7.The Bank will not reimburse any GST component of such invoices and only the base pay-out will be made(subject to necessary reconciliation and verification from both the sides).
  - 8.In order to avoid any further GST input tax credit loss to the Bank, our systems have been integrated with GST portal APIs to match the tax invoice on Government Portal before releasing the payment.
  - 9.From 1st September 2021, GST on the Tax invoice (Other than CAPEX) will be paid to the vendor if the said invoice is available on GSTR2A (i.e. vendor has filed the GST return for the said invoice).
  - 10.In an event the invoice is not uploaded on the portal, only the base amount will be paid.
  - 11.Infosec assessments and closure of observations by providing correct evidences in stipulated time are key parameters and monitored closely at Axis Bank. Adherence to the same is critical.
  - 12.Service Provider shall ensure and be solely responsible for each of its T&M resource(s) to mark attendance and fill timesheets in Axis Bank Limited's Vendor Management System ("VMS"). This requirement shall be applicable from January 01, 2022. Deviation approvals will be provided by Axis Bank Limited in case VMS is not available and/or not working and/or the required features such as shift/holidays are not available. The format of such deviation approval will be mutually agreed between the parties for the purposes of marking attendance. Service Provider shall report discrepancies in attendance if any, within 15 days of subsequent month in which the discrepancy has occurred and the Axis Bank Limited reserves the right to grant its approval to any such reported discrepancy within 30 days of reporting by the Service Provider. Upon completion of the above said period, Axis Bank Limited shall not be liable to pay any amount for which an exception or deviation for such discrepancy is not granted.
- Service Provider understands, accepts and agrees that it shall not undertake any assignment without a valid Purchase Order.

## Standard Terms and Conditions

1. The Service Provider confirms that the Service Provider has the necessary infrastructure, expertise and financial resources to provide the Services to the Bank and agrees to provide the Services as mentioned in the purchase order in all circumstances, without any demur / delay.
2. The Service Provider shall provide the Services more particularly described in the purchase order for a term as may be agreed in the Service Provider Agreement (if any), or till the completion of the assignment/project for which the purchase order is being issued.
3. The Service Provider agrees to provide Services to the Bank, at all the places/offices/branches in India as mentioned in the purchase order or as may be required by the Bank.
4. The Service Provider's agrees that the charges as mentioned in the purchase order are full and final consideration for the performance of the Services. Such charges are subject to deduction of all applicable taxes, levies, duties, cess and surcharges. The Service Provider shall be solely liable for the payment of all central, state and local levies, taxes, duties, fines and penalties in accordance with the applicable Laws and regulations. Also, the Service Provider agrees that the Bank does not reimburse any taxes, duties, fines and penalties paid by the Service Provider, whatsoever.
5. The Service Provider hereby agrees and undertakes as follows:
  - (i) that the invoice raised by the Service Provider shall bear the Goods and Services Tax Identification Number (GSTIN) of the bank as provided by the Bank;
  - (ii) that the Service Provider shall upload the details of the invoices on the Goods and Services Tax Network (GSTN) common portal in the prescribed form for supply made to the Bank;
  - (iii) that the Service Provider shall pay the applicable tax /cess imposed on the supply of goods or services (GST) on the supply made to the Bank and file the GST returns as prescribed under GST laws within the statutory time limit; and
  - (iv) that the Service Provider shall at all times, comply with all its tax obligations including but not limited to requirements/obligations as prescribed under GST laws

6. The Service Provider agrees that in case of any loss/denial of Input Tax Credit (ITC) to the Bank relating to or arising out of any non-compliance or default or negligence by the Service Provider, the Bank will have the right to recover such tax amount charged to the Bank with interest. The Bank shall be indemnified by the Service Provider to the extent of any loss suffered or incurred due to any non-compliance or default or negligence of by the Service Provider.
7. The Service Provider agrees that in case of (a) any reduction in rate of tax or (b) any benefit of ITC availed of on any supply made by the Service Provider to the Bank, the benefits accruing out of or relating thereto shall be passed on to the Bank, by Service Provider, by way of commensurate reduction in prices and the same shall be reflected in the invoices.
8. The Bank will release the payment to the Service Provider post matching of tax invoices on GST portal. The Bank at its sole discretion shall have the right to retain any past, present and future payments unless it is satisfied that GST in all tax invoices is duly and accurately discharged and the Bank is able to verify the same.
9. The Service Provider agrees and covenants that the Bank has the right to withhold, delay, make part-payment or non-payment of the charges in case the Services performed by the Service Provider are not as agreed with the Bank.
10. The Service Provider agrees and covenants that all payment shall be made by Bank to the Service provider against the original invoice only, either with wet signature physical or digitally signed.
11. The Service Provider represents and warrants to the Bank that the Service Provider:
  - i. shall at all times comply with all applicable laws;
  - ii. Has taken all actions to execute and deliver and to perform its obligations under the purchase order.
  - iii. Shall always ensure that there are no judicial or administrative actions, proceedings or investigations pending or, threatened against the Service Provider.
  - iv. shall not violate any intellectual property rights of the Bank and any third party, while providing the Services
  - v. shall always ensure that no officer of the Bank, director, employee or immediate family member thereof has received or been offered or will receive or offered anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with this purchase order; and that none of them

has a business relationship of any kind with the Service Provider and/or its personnel.

- vi. is not owned or controlled by any director/officer/employee of the Bank or their relatives having the meaning assigned under the Companies Act, 2013

12. The Service Provider covenants and undertakes that the Service Provider:

- i. Shall ensure the highest standard of care, skill, diligence, prudence and foresight is provided in performing the Services, which standards shall be no less stringent than the best industry standards, including the standards as deployed by leading banks and financial institutions;
- ii. Shall ensure that the Services are provided strictly within the turnaround time prescribed by the Bank.
- iii. shall provide the Bank with necessary documentary evidence of compliance and registrations under all relevant statutes/ applicable Law, as and when required by the Bank;
- iv. shall at all times maintain discipline and good order amongst its personnel and shall align its human resource policies, with respect to personnel involved in or connected with the Services, as may be required by the Bank from time to time;
- v. Shall be solely responsible for the conduct, working and well-being of its personnel. The Service Provider shall indemnify the Bank for any damages /losses/liabilities accrued or suffered by the Bank arising from or in connection with any act or omissions on part of the personnel;
- vi. shall ensure that the personnel deployed/ engaged by the Service Provider towards providing the Services shall continue to be the employees of the Service Provider and work under its directions and the Service Provider shall ensure that no assurance is made to such personnel for any employment with the Bank and such personnel shall not become or claim any employment from the Bank by virtue of Service Provider engaging them for providing the Services, irrespective of the location of their work;
- vii. shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the Bank and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the Bank and shall hand over all the records or material to the Bank at such intervals as may be decided by the Bank;
- viii. Shall develop and establish a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The Service Provider shall also periodically review, test and update such procedures and shall conduct joint testing and recovery exercises with the Bank at such intervals as may be required by the Bank;
- ix. shall allow the Bank to report to any statutory/ regulatory authority or association of banks/Institutions, the details of the Service Provider and that of this purchase order, in the event of the Service Provider being involved in fraud or investigation to comply with the provisions of any Law or regulatory or statutory instructions /directives

- x. shall permit and provide necessary access to the officers/ consultants / service providers appointed by the regulators and Bank to carry out verification / authorization / audit of the Services carried out by the Service Provider
  - xi. shall ensure appropriate segregation in its premises between the area used for providing Services under the purchase order and carrying on its other activities
  - xii. shall conduct or arrange to conduct the background verification of all key Personnel engaged in rendering Services for the Bank's account;
  - xiii. shall comply with all the statutory requirements, and shall make payment of all statutory dues and obligations as an employer / contractor in respect of their staff posted onsite at the Bank's office / establishment / business premises or at the Service Provider's locations or offsite on the field.; shall provide, as and when required by the Bank, a certificate from an independent expert, as acceptable to the Bank, certifying that the Service Provider has complied with and is not in breach of any statutory compliance statutory compliances under applicable Laws including labour/tax/money laundering legislations
13. The Service Provider agrees that the purchase order may be terminated by the Bank at its sole discretion, at any time by providing written notice to the Supplier, without assigning any reason, in case of violation of applicable law & regulations by the Service Provider.
14. The Service Provider shall at all times obtain and keep in force all insurance policies at its own cost, as may be reasonably required by the Bank, including, without limitation against dishonesty, theft, negligence, extortion, robbery, forgery, altered documents, fraud, fidelity and/or any other dishonest and/or negligent acts on the part of it's personnel's or agents or representatives or employees with the Bank being the loss payee/beneficiary.
15. The Service Provider shall at all times comply with the requirements of the information security, security control and measures, inspection and audit requirements and confidentiality obligations as mentioned in booklet shared by the Bank. On request of the Bank, the Service Provider shall forthwith to provide a certificate on compliance for the same to the Bank
16. The Service Provider cannot use the name, brand and/or trademark/logo of the Bank, its group companies, subsidiaries, or associates or the existence of this purchase order, in any marketing publication or advertisements or in any other manner without prior written consent of the Bank.
17. Any proprietary or intellectual property right produced by or as result of any of the Services rendered by Service Provider shall be the sole and exclusive property of the Bank.

18. The arrangement shall be on non-exclusive basis. However, the Service Provider shall not in any way conflict with or affect the Bank's interests, rights, remedies or in applicable law, in respect of its other similar arrangements.
19. The Service Provider shall indemnify the Bank for any damages /losses/liabilities accrued or suffered by the Bank arising from or in connection with any act or omissions, any breach of applicable Laws by the Service Provider and/or its personnel, any breach of security and/or leakage of confidential information and personal data including sensitive personal data and information.
20. The addresses of the Parties as mentioned at the beginning of the Purchase Order will be applicable for the purpose of sending any notice/communication.
21. This Terms & Conditions contained in this purchase order shall constitute the agreement between the parties hereto and shall supersedes all prior agreements excluding the Service Provider Agreement executed (if any).
22. This Terms & Conditions contained in this purchase order shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai / New Delhi.
23. In the event of any dispute, Bank shall be entitled to avail any remedy as may be available under the applicable Law.

The applicability of the terms and conditions as mentioned herein shall survive the termination of the arrangement



Please use below link to acknowledge PO, Create ASN and submit Invoice in Supplier Portal:  
TAP™ Supplier Portal

link: <https://tap600.tcsprocesscloud.com/tap/supp/supplierLoginPortal.do>

Please reach out to Helpdesk for any queries regarding Supplier Portal.

Supplier Portal Help desk Email id : [supplier.onboarding@axisbank.com](mailto:supplier.onboarding@axisbank.com)

Supplier Portal Help desk Phone Number : 0265- 665 6134 and 0265- 665 6135