

Senco Gold Limited
 CIN : L36911WB1994PLC064637
 1001, Diamond Prestige
 41A, AJC Bose Road, Kolkata - 700017, West Bengal, India
 Email : contactus@sencogold.co.in
 WebSite : www.sencogoldanddiamonds.com
 03340215000

Purchase No. : 26SG-PO000051847 PURCHASE ORDER Date : 06/04/2026

Vendor : V_KARMICK Name : KARMICK SOLUTIONS PRIVATE LIMITED Address : 116A, 1118/KARMICK HOUSE, 6TH PURBALOK, MUKUNDAPUR, Kolkata, West Bengal, 700099 Kolkata - 700099 WB IND Contact No. : , Contact Person : Vendor PAN No. : AACCK6984C Vendor GST No. : 19AACCK6984C1ZA	GST No. : 19AADCS6985J1ZL PAN No. : AADCS6985J Delivery Address : Head Office, 10th Floor, 41A, AJC Bose Road, Kolkata - 700017, West Bengal, India Vendor Quote/PI : Project ID : Template ID : PO-SERVICE-IT-100
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SI	Div Date	Item Code	Description	HSN Code	SAC Code	Model	Make	Unit	PCS	Qty	Rate	Disc. (%)	Amount
1	31/12/28	FA-IT-SFT-NOS	Senco Gold and Diamonds Mobile App development, Completion of Milestone 1		9983	Ecom Enhancement	NA	NOS	1	1.00	180000.00	0.00	180000.00
2	31/12/28	FA-IT-SFT-NOS	Senco Gold and Diamonds Mobile App development, Completion of Milestone 2		9983	Ecom Enhancement	NA	NOS	1	1.00	180000.00	0.00	180000.00
3	31/12/28	FA-IT-SFT-NOS	Senco Gold and Diamonds Mobile App development, Success Payment (30 days post Milestone2 completion)		9983	Ecom Enhancement	NA	NOS	1	1.00	60000.00	0.00	60000.00
Total									3				420000.00

	Div Ch. Code			Value
	Total Charges			
	Tax Component	Base Amount	Tax Rate	Tax Amount
	CGST	420000.00	9%	37800.00
	SGST	420000.00	9%	37800.00
	Total Tax			75600.00
	Total Value			420000.00
	Round Off (+/-)			0.00
	Payable Amount			495600.00

Payment Terms : 45 Days Credit

Special Terms:

Vendor Name: KARMICK SOLUTIONS PRIVATE LIMITED

Signature

Please find the attached Annexure-A

For Senco Gold Limited

This is an electronically approved document, hence does not require signature.

Digitally Approved By:

- 1 : rajib.de@sencogold.co.in-E0012 [GM - IT & Innovation, Information Technology and Innovation]
- 2 : Dipankar Saha-E0279 [Deputy Manager - Finance & Controls, Finance and Controls]
- 3 : Diwakant Prasad-E0157 [Manager - IT & Innovation, Information Technology and Innovation]
- 4 : Suvankar Sen-DIR03 [MD and CEO, Director]
- 5 : Soumyak Dasgupta-E0282 [DGM - Finance & Controls, Finance and Controls]

Created By: Banibrata Mukherjee-E3453

GENERAL TERMS & CONDITION (GTC) FOR GOODS AND SERVICES

1. SCOPE

These general terms and Conditions are annexed to and form part of Purchase Order (PO) / Service Order as stated above for supply of Goods/ and or services. The Vendor/ Service Provider hereby agrees to provide the service/ good which is fully and particularly described in Annexure -A. The applicable paragraphs of this GTC shall be interpreted in case of Goods/ services as applicable.

2. APPLICABILITY

The Vendor hereby agrees to provide/ Supply the goods/Services as mentioned in Annexure -A as per the general terms and conditions written hereinbelow and the applicability of the general terms & conditions shall depend on the nature and scope of the goods/Services as mentioned in Annexure -A. If any time during the period of this agreement, it is found that any difference, question and /or contradiction arises to the applicability of the general terms & conditions, the decision of the company in this regard shall be full and final.

3. MOST FAVOURED CUSTOMER: -

The Vendor hereby confirms that the company is its most preferred customer in terms of (Service Quality norms, Account Management, updates & patch management, new tech offering, knowledge management etc. which shall depend on the scope of work as written herein below and marked as Annexure - B) and pricing. The prices and rates offered to the company are the lowest in India and if at any time, Vendor offers a lower rate to any other customer or if it is discovered by the company that lower rate has been offered by the Vendor, then the company shall be entitled to the same lower rate with retrospective effect and a credit note shall be issued by the Vendor within a week of such event, failing which the Company shall deduct the amount so charged excess as per market information and make net payment to the Vendor.

4. WARRANTY: -

The Vendor warrants that for a period of (24) months after the delivery date (hereinafter referred to as the "Warranty Period"), the goods or service so provided by the vendor will perform in all material respects in accordance with the scope of work as provided by the vendor is fully and particularly is described hereinbelow and marked as B , if the goods /service so provided by the vendor is found not to perform materially and/ or properly, the vendor shall replace such error or defect at free of cost as soon as is reasonably practicable. Notwithstanding anything contrary in this agreement, the vendor agrees and warrants that the vendor shall be sole responsible and liable to indemnify to the company, if any loss or damage caused to the property of the company by any performance or non-performance of the vendor during the period of this agreement.

5. ANNUAL MAINTENANCE CHARGE:

The vendor shall provide the annual maintenance Goods/service after the completion of warranty period on the Goods/service so provided by the vendor to the company under this agreement and in consideration of such annual maintenance service on mutually agreed terms, but not exceeding 8% per annum on the value of goods.

6. PAYMENT TERMS

Payment shall be made by the company in accordance with the credit period as per purchase Order (PO) upon receipt of the invoice, Delivery Challan, warranty /Guarantee cards, Product Manual, Installation certificates, Product training etc by the company. Payment may be made to the Vendor through RTGS or any mode which is convenient for the company. If any discrepancy exists in the payment, it must be reported by the Vendor to the company within seven (7) days from the date of receipt of the payment, the company shall not be liable to entertain any delay in making such queries from the side of Vendor. No amount shall be paid for defective or sub standard or lower volume of Goods/Services as provided by the vendor. The decision of the Company management shall be final in this regard.

7. TAXES APPLICABLE

The Vendor shall bear all the applicable taxes as per the prevailing statutory rates. All invoices/other tax related documents raised by the vendor should be in accordance with the format prescribed under the Act and Rules and in case of any non-conformity, the company reserves the right of re-sending back the invoice for re-issue. The Vendor shall use the format of the invoices in line as specified in the GST Act & Rules. A copy of the challan evidencing payment of GST, including copies of the return filed under GST regime shall be made available as and when requested by the company. Payment of the GST liabilities should be made by the Vendor within the timeline specified in the GST Act and Rules. Filing of GST Returns should be filed by the Vendor within the timeline specified in the GST Act and Rules. Vendor should timely submit their invoices to Company so that the invoices can be posted in the system in a particular month to which it is pertaining to and input credit can be availed accordingly. . If the vendor fails to comply with the GST provisions in any manner whatsoever for which the company sustains an adverse financial effect, then the same shall be charged to vendor and the vendor shall be liable to pay such amount within the period as specified by the company. Any payment shall be made by the company to the Vendor under this Agreement shall be subject to withholding tax/ TDS as may be required under applicable law

8. QUALITY AND STANDARDS

The Vendor hereby confirms that the vendor always takes utmost care in maintaining the quality and standard of its good or service and assures that the vendor never compromises with its good or service in any manner. These goods and services shall conform to Industry Standards and any applicable standards as issued by Bureau of Indian Standards.

The goods or service so provided by the vendor must possess high quality and standard which must satisfy and fulfil the requirement of the company. The vendor hereby acknowledges that the company shall not be liable to pay any amount to the vendor for any defective and /or low-quality goods or service and the vendor shall indemnify the company in a manner which the company shall deem fit and proper.

9. LIQUIDATED DAMAGES: -

The vendor hereby acknowledges that in the event of any breach and /or violation of any term, condition, covenant, and stipulation contained in this agreement by the vendor or the vendor personnel through which the company sustains pecuniary loss or damage, the vendor shall be liable to pay liquidated damages at the rate of 100% of total estimated loss of the company for such breach and /or violation. Liquidated Damages shall also be payable by vendor in case of delay in delivery @ 1% of value of PO for each week of delay , subject to maximum of 10%.

10. RIGHTS OF COMPANY

The company reserves the right to cancel the orders placed on the Vendor without assigning any reasons.

The company shall organise quarterly review meeting with the Vendor to analyse the performance, fulfillment of the obligation of the Vendor and the performance of the Vendor as per this Agreement.

The Vendor agrees to adhere to the systems and procedures required by the company which will be communicated to the Vendor from time to time.

All details of payment and description of actual work are to be undertaken by the Vendor will be communicated by the company through work orders and the company may also, if at any time so required, communicate necessary changes to the work orders.

The company is to make payment in accordance with the stipulation of purchase order along with the submission of the tax invoice along with necessary documents.

11. OBLIGATIONS OF VENDOR

At the request of the Company, the Vendor will execute such consents, authorizations and directions as may be necessary to enable the Company or its authorized representatives to obtain full access to all files and records relating to the services availed in case of fraud detected by the Company. The Vendor shall not, without the prior written consent of the Company, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of the Vendor contained herein, and the Vendor shall not enter into any material supply agreements or make any material decisions without the consent of the Company, which consent will not be unreasonably withheld. Non-compliance of any and/or all conditions mentioned hereinabove by the Vendor will lead to legal actions by the Company. Vendor shall maintain adequate spares and service centers to provide prompt service support as per agreed SLA (service level agreement). All licenses, approvals and registrations from competent authority as required for the purpose of fulfilling the obligation of the vendor are duly received and renewed by the vendor. The vendor shall provide regular training to their staffs for the betterment of their skills and/or service excellence. The Vendor shall comply with all applicable Laws, including those relating to occupational health and safety and the environment, and comply with the Acts and Rules in force or any other statutory compliance regulation issued on taxation by Government for the time being in force, unless otherwise amended to the contrary. The Vendor shall comply with all applicable laws, rules and regulations and shall indemnify the Company against adverse consequence arising out of the non-compliance at their end. The Vendor shall be wholly responsible for employing their own labour and maintain all legal, statutory requirements like ESI, PF, bonus etc. Under the performance of services, in accordance with laws and regulations in force concerning the prevention and the control of illegal working, the Vendor shall submit to the company, as soon as this Agreement comes into force and before beginning the performance of this Agreement at the latest, the corresponding certificates and any additional document that may be required. This Agreement is executed between the Parties on principal-to-principal basis. The Vendor for any purpose shall not be deemed to be an agent, partner or employee of the company and there is no joint venture with the company and the relationship between the Parties shall only be that of independent from each other. The Vendor shall not have any right or authority to assume or create any obligations or to make any presentations or warranties on behalf of the company, whether express or implied, or to bind the company in any respect whatsoever.

12. TERM

This PO / Agreement shall be effective from the date of PO and valid till last delivery/ provision of services unless terminated earlier in accordance with the termination provision contained in this Agreement. Any terms of the contract can be revised with mutual agreement within the validity of this agreement by way of a Supplementary Agreement. Upon expiry of the Term of this Agreement, the Parties may renew this Agreement for a further period on mutually agreed terms and conditions by executing fresh agreement.

13. AUDIT OF DOCUMENTS, RECORDS AND VENDOR PREMISES

The and premises at any time without prior permission of the vendor, whenever the company shall consider that such inspection of audit of documents, records, and premises is required for the interest of the company.

14. LEGAL COMPLIANCE: -

The Vendor hereby confirms that the Vendor shall comply with all applicable laws, rules and regulations and also the vendor shall comply with all applicable Laws, including those relating to occupational health and safety and the environment, and comply with the Acts and Rules in force or any other statutory compliance regulation issued on taxation by Government for the time being in force, unless otherwise amended to the contrary and The vendor shall indemnify the Company against adverse consequence arising out of the non-compliance at their end in a manner which the company shall deem fit and proper.

15. INDEPENDENT CONTRACTOR

The Vendor shall be considered to be an independent contractor and this agreement does and/ or Shall not create, constitute, establish or form an employer and employee relationship between the Company and the Vendor.

16. SUB-CONTRACT

The Vendor shall not without written consent of the company, be permitted to enter into a sub-contract with the third party and shall not assign, transfer the rights and duties as mentioned under this agreement to the third party. If the vendor desires to use sub-contractors in the provision of the services to the company, vendor will need to receive prior approval in writing from the company for the use of a particular intended sub-contractor. The vendor shall be responsible for the work of sub-contractor whose work shall be undertaken to the same standard as required by this Agreement. The vendor shall only be liable for any breach and / or violation of any provision of this agreement or any loss or damage is caused by the sub-contractor and the vendor shall indemnify the company for such loss or damage.

17. NO LIEN

The vendor hereby confirms that neither the vendor nor any sub-contractor nor any person acting on behalf of the vendor, shall have a lien under this agreement in case of any delay in payment due to reasons aforesaid.

18. STAFF CREDENTIAL

The vendor ensures and confirms that the vendor keeps and maintains the credential of all their staffs and/or employee. All credentials pertaining to their staff and employee are in custody of the vendor and the vendor ensures and assures that all licenses, approvals and registration from competent authority are duly received and renewed as required for the purpose of fulfilling the subject matter of this agreement. The vendor confirms that the vendor will only be responsible and shall indemnify to the company for any breach and violation under this agreement or any negligence towards their duties & service under this agreement caused by any of their staffs and/or employee. The staff shall be regularly and properly trained.

19. REPRESENTATIONS AND WARRANTIES: -

The Vendor represents that he has all requisite power, authority and ability to execute this Agreement and has all necessary resources to perform the obligations as set out herein. The entering into this Agreement will not result in the violation of any constitutional documents of the Vendor or the terms and provisions of any agreement, written or oral, to which the Vendor may be a party. When this Agreement is duly executed and delivered by the Vendor, it will constitute a legal and binding obligation on the Vendor enforceable in accordance with its terms and that the Vendor agrees to comply with all applicable laws. The Vendor shall be solely liable for any purchase/ services provided by any third party through the Vendor, even if such third party has been recommended by the company.

20. INTELLECTUAL PROPERTY: -

SENCO GOLD AND DIAMOND or any other name owned by or used by the company in any form except to the extent and in the form and manner approved by the company in writing. The Vendor shall guarantee the company against any claims, legal action or administrative proceedings that might be directed against the company by a third party alleging the existence of the infringement of a patent, design, trademark, copyright or any other existing Intellectual Property right. To this end, the Vendor shall indemnify the company for any consequences (including damages, costs and expenditure of any s) for which it may be made liable. The Vendor shall defend, indemnify and hold harmless the company from and against any and all claims, disputes, proceedings, actions, fines, penalties, suits, loss, expenses, damages including punitive damages, liabilities, costs and expenses (including reasonable legal fees and expenses) suffered or incurred arising out of services provided by the intellectual property right.

21. CONFIDENTIALITY: -

The Vendor agrees and undertakes that the Confidential Information shall be the exclusive property of the company and shall not be disclosed by the Vendor to any person or used for any purpose other than to perform the obligations under this Agreement, except as required under applicable law or with the prior written consent of the company. All Confidential Information shall only be used in a manner consistent with the intention and the spirit of the Agreement. The Vendor hereby undertakes to treat and maintain all Confidential Information received from the company in confidence and further undertakes to observe the obligations specified below. In consideration of disclosure of Confidential Information, the Vendor agrees not to commercially use or disclose the Confidential Information, or any materials derived therefrom to any third person other than the Vendor services in relation to the business. The Vendor further agrees and undertakes that the aforementioned persons to

whom the Confidential Information is disclosed or who have access thereto shall sign a nondisclosure or similar agreement with terms at least as restrictive as those set out in this Agreement and ensure that such persons comply with such obligations.

The Vendor shall not copy, reproduce to writing, duplicate, reverse engineer, reverse compile or attempt to derive the composition or underlying information of any Confidential Information or any part thereof, except as may be reasonably necessary under this Agreement or expressly authorised by the company. All such copies, reproductions or reductions to writing so made shall be the property of the company. The Vendor shall not make or permit others to make any reference to the Confidential Information in any public announcement, promotional, marketing or sales material or efforts without the prior written consent of the company.

22. INDEMNITY: -

Without prejudice to any other right available to the company under applicable law, the Vendor hereby defends, indemnifies and holds harmless the company and its directors, officers, agents, and assigns from and against any and all losses, liabilities, damages, causes of action, assessments, interests, fines, penalties, diminution in value and other costs or expenses (including, without limitation, amounts paid in indirectly based upon, resulting from, or arising out of, or in relation to or otherwise in respect of; any failure by the Vendor or the Vendor personnel to perform or otherwise fulfil any term of this Agreement including any covenant, representation or undertaking contained in this Agreement or any other communication with the company. any liability arising out of non-compliance of any obligation undertaken by the Vendor, including any non-compliance of this Agreement. any liability due to any non-compliance with any applicable law by the Vendor or the Vendor personnel. any losses, cost: and/or expenses arising from any the Vendor personnel engaged by the Vendor from being held to be an employee or worker of the company. any inaccuracy in, or any breach of, any representation and warranty of the Vendor. negligence or fraud by the Vendor or any the Vendor personnel. Claims resulting from any accident or damage caused by the Vendor or the Vendor personnel. any damage to any Product attributable to improper storage, handling or sale of the Products by the Vendor or the Vendor personnel; and any liability arising from any third person claims resulting from any deficiency of services attributable to the Vendor or the Vendor personnel and any incidental damages attributable to the Vendor or the Vendor personnel. The Vendor shall be entirely responsible for all acts of omission and commission by such personnel and shall indemnify the company against any act of omission or commission resulting in claims against the company or damage to the property, image or reputation of the company due to whatsoever reason.

23. FORCE MAJEURE:-

If either Party is unable to perform its obligations under this Agreement due to the occurrence of any event beyond its control such as acts of God, war like situations, riots, bandhs, government actions, earthquakes, cyclones, typhoons, pandemic and other natural calamities, that Party will not be deemed to have defaulted under this Agreement. Each Party agrees to use all reasonable efforts to enable performance under this Agreement. Provided that if such event continues beyond a period of sixty (60) days then, both the Parties shall have an option to terminate this Agreement with prior written notice of minimum ninety (90) days. Fully or partly prevented or delayed by a force majeure event, the Vendor will be entitled to make alternative arrangements for the performance of these obligations while the force majeure event continues to operate.

24. NOTICE: -

Any notice or communication required to be addressed or given under this Agreement to either Party shall be given to the Parties at the address mentioned hereinabove.

25. ALTERATIONS AND AMENDMENTS: -

This PO shall not be modified, amended or waived except through a document in writing signed by duly authorized representative of both the Parties hereto.

26. ENTIRETY: -

The provisions herein including annexures shall constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications between the Parties. No term or condition contained in any document provided by one party to the other party pursuant to this Agreement shall be deemed to amend, modify, or supersede or take precedence over the terms and conditions contained herein.

27. ASSIGNMENT: -

This Agreement is non-assignable by either Party without prior written consent of the other parties.

28. TERMINATION

In case the Vendor changes its place of business, he shall intimate the same to the company within 7 days from the date of such change, if no intimation is received within such period, then the same shall be construed as default and the company may at its sole discretion terminate this Agreement forthwith.

Default shall mean and include any action taken or omitted to be taken by the Vendor or the occurrence of any shall be construed as an event of default. The company reserves the right to terminate this Agreement forthwith in the event of any breach by the Vendor breach shall be final and binding on the Vendor.

This Agreement may be terminated by the company without reason by giving thirty (30) days prior written notice to the Vendor. Upon expiry or earlier termination of this Agreement, the Vendor shall return over all the materials received from the company. Upon receipt of materials the company will pay the outstanding amount legitimately due

29. JURISDICTION: -

This Agreement shall be governed and construed in accordance with the laws of India and subject to the exclusive jurisdiction of the courts of Kolkata

Any arbitration of disputes shall be conducted in India in accordance with the rules of the Indian Council of Arbitration and The Arbitration and Conciliation Act, 1996.