 ptc

Purchase Order

Bill To Company Name	**PTC Software (India) Pvt. Ltd.**	**Name of Supplier**	**Vyom Labs Private Limited**
Address line 1:	Marisoft II, S No. 15, Kalyani Nagar	Address line 1:	Vyom Labs Private Limited
Address line 2:	Vadgaon Sheri, Pune - 411 014	Address line 2:	. Aditi Samruddhi, S.No. 173/74, Baner Road, Baner
Name of State, India:	Maharashtra, India	State Name & Code:	Maharashtra, MH
GSTIN:	27AABCC1268J1ZO	GSTIN:	27AABCV7581M1ZN
CIN No:	U30007MH1993PTC074267	CIN No:	
PAN:	AABCC1268J		
Tel No:	20 66053000/20 66053009		
Fax No:	020-66053009		

Ship To Address	**PTC Software (India) Pvt. Ltd.**	**Purchase Order No:**	**PO-20373-IND**
Address line 1:	2nd & 3rd floor 'D' building and 2nd & 5th floor B building	PO Date:	21-FEB-23
Address line 2:	Weikfield IT CITI Info Park, Nagar Road, Pune - 411 014	Vendor No:	132298
State Name & Code:	Maharashtra,MH	Currency:	INR
GSTIN:	27AABCC1268J1ZO	Terms of Payment:	60 Net
CIN No:	U30007MH1993PTC074267	Delivery Terms :	
PAN:	AABCC1268J	Buyer :	A Nalawade
Tel No:	020-66083661		
Fax No:	020-66083663		
Requestor:	Joshi, Sarang		

S#	Description of Goods/ Services	HSN / SAC	Qty	UOM	Rate/ Price	Total Amount	Taxable Amount	CGST Tax (%)	CGST Tax Amt	SGST Tax (%)	SGST Tax Amt	IGST Tax (%)	IGST Tax Amt	Cess Tax (%)	Cess Tax Amt	Gross Amt	Rev Chg?
1	Request for renewal of DBA contract from Feb 23 to Jan 24	440116	12	MONTH	102564	1230768	1230768	9	110769.12	9	110769.12	0	0			1452306.24	NO
	Grand Total															**1452306.24**	**INR**

Note to Supplier- . This Purchase Order Number must appear on all order acknowledgements, invoices and correspondence. Please send invoices in pdf-format to email address APIndia@ptc.com.

This Purchase order is governed by the most recent written agreement between PTC and the party to whom this Purchase order issued ("Seller") that specifies that is governs PTC's issuance of purchase orders to or procurement of goods or services from Seller. If no such agreement exists, the accompanying PTC Purchase Order Terms and Conditions shall govern this purchase order. Any and all renewal notifications should be sent to SupplierRenewals@ptc.com.

Authorized Signature

TERMS AND CONDITIONS

1. The materials or services specified on the Purchase Order (P.O. for short) are ordered subject to following terms and conditions and are in addition to instructions and specifications detailed on the P.O.

2. This P.O. constitutes an offer by PTC Software (India) Private Limited to purchase the goods and / or services described on the face of this P.O. from the Vendor identified on the face of this P.O., and shall be deemed to be accepted either by the Vendor's written acceptance or by Vendor commencing supply of goods and / or services ordered in the P.O.

3. The sole terms and conditions of this P.O. shall be the terms and conditions set forth herein, including any on the face of this P.O., and in any agreement expressly identified on the face of this P.O. as the governing agreement. All other terms and conditions including any contained in any acknowledgement or any other document from Vendor shall be deemed to be not applicable unless specifically agreed otherwise in writing by the signatory of this P.O.

4. Vendor shall supply the goods and/or services described in this P.O. in accordance with the delivery days and any instructions and at the charges detailed on the face of this P.O. It shall be the responsibility of the Vendor to properly pack the consignment for transport by road, rail, sea or air as the case may be, so as to ensure its delivery at destination free from loss, damage, and pilferage. The consignment must be prominently marked showing the Purchase Order number and date very clearly. Each package should contain packing list indicating each item. All packing charges are to the account of supplier only. All charges are fixed, firm and inclusive of shipping and handling charges unless otherwise specifically agreed to in writing by PTC Software (India) Private Limited. Time is and shall remain as the essence of this P.O. and acceptance of late deliveries shall not be deemed to be a waiver of this condition.

    In case of rejection of any material found defective or wrongly supplied, the Vendor shall have to replace the rejected goods within 15 days, failing which the rejected material will either be returned to the Vendor at his risk and expense or disposed of by auction and proceeds if any, less **PTC Software (India) Private Limited's** expenses, shall be credited to supplier's account and Vendor shall have no claim whatsoever against **PTC Software (India) Private Limited** in this regard.

5. Vendor shall immediately advise PTC Software (India) Private Limited of any delay in delivery. PTC Software (India) Private Limited reserves the right to cancel the P.O., or any part hereof without any costs or damages to PTC Software (India) Private Limited if deliveries are not made fully in accordance with the details on the face of this P.O., and to reject any goods and/or services if they do not confirm in any way to such details. All rejected goods will be returned to Vendor at Vendor's costs, risks and peril.

6. Unless otherwise specified on the face of this P.O., title and risk of loss shall pass to PTC Software (India) Private Limited upon delivery as per terms of P.O. All goods delivered must be accompanied by a delivery note or packing slip bearing the P.O. Number shown on the face of this P.O. All invoices must bear the P.O. Number and contain full description of the goods and are services and charges thereof as per terms stated on the face of P.O.

7. Payment will ordinarily be made within 30 days, unless otherwise specified in the P.O., after receipt of a valid and correctly submitted invoice indicating the P.O. Number. PTC Software (India) Private Limited shall have the right to set off any amount/s due to PTC Software (India) Private Limited against amounts owed by it to the Vendor.

8. Vendor agrees to comply with all applicable statutory, regulatory and similar requirements in relation to the goods and / or services including, but not limited to, those relating to safety and quality and shall defend, indemnify and hold harmless PTC Software (India) Private Limited, its officers and Board of Directors against any and all damages, expenses, losses and other costs arising from any breach by Vendor of this condition.

9. PTC Software (India) Private Limited may, for its convenience, cancel or delay delivery against this P.O. by giving notice to Vendor at least twenty-four' hours prior to the specified delivery date. Vendor shall make reasonable efforts to fulfill any changes to this P.O. requested by PTC Software (India) Private Limited

10. PTC Software (India) Private Limited shall be entitled to cancel this P.O. forthwith by written notice if Vendor is subject to any proceedings relating to its liquidation, insolvency or the appointment of a receiver or similar event.

11. Vendor shall not assign any of its rights or obligations under this P.O. or sub-let any portion of this P.O. without PTC Software (India) Private Limited's prior written consent.

12. Vendor warrants that any goods and / or services provided under this P.O. shall confirm to any applicable drawings, specifications, etc. as requested by PTC Software (India) Private Limited, be free from defective workmanship and materials, be of merchantable quality and fit for the purpose for which they are provided Vendor shall repair or replace, at no charge to PTC Software (India) Private Limited any goods or services not in compliance with such warranty. Vendor shall defend indemnify and hold harmless PTC Software (India) Private Limited, its

officers and Board of Directors from any claims, damages and expenses resulting from defects in design, manufacture or performance of goods and services provided or tendered under P.O., or from late delivery or non-delivery of such goods and/or services.

13. Vendor warrants that the goods and / or services do not and will not infringe any patent, design trademark, copyright or any other proprietary right of any third party and that the Vendor shall fully defend, indemnify, and hold harmless PTC Software (India) Private Limited, its officers and Board of Directors against any and all damages, expenses, losses and other costs assessed against or suffered by PTC Software (India) Private Limited including cost of litigation in respect of any claim of infringement of any proprietary right caused by Vendor of the goods and / or services.

14. If relevant, PTC Software (India) Private Limited shall be entitled and able to pass on its customers the benefit of Vendor warranties.

15. All patterns, drawings, documents or other information supplied by PTC Software (India) Private Limited shall remain the property of PTC Software (India) Private Limited or the original owner as applicable and shall be treated as confidential by Vendor and shall not be copied or used by Vendor for any purpose other than for provision of goods and/or services under this P.O. and shall be returned to PTC Software (India) Private Limited if so requested in good order and condition on completion of this P.O. or shall be destroyed to the satisfaction of PTC Software (India) Private Limited

16. Vendor shall be responsible for any costs and consequences arising out of injury etc. to Vendor's staff while on the job more precisely referred to in the P.O.

17. The Provisions of this P O. and any resulting contract shall be constructed in accordance with the laws of India and subject of the jurisdiction of the Indian Courts at Pune.

18. Partial shipment of goods ordered is not permitted unless confirmed in writing by PTC Software (India) Private Limited

19. In case of any partial shipment all the expenses which are incurred in shipping and any other charges related to the transit of goods to PTC Software (India) Private Limited subsequent to the main shipment shall be debited to the suppliers account.

20. The shipping documents such as HAWB, Commercial Invoice, packing note etc. should strictly conform to the details mentioned in the PO. In case due to incorrect documents or excessive delays in providing necessary documents, if any extra expenses are incurred by PTC Software (India) Private Limited the same shall be debited to vendor's account.

21. **PTC Software (India) Private Limited** reserves the right to reject the supply at any stage if the consignment/ sample does not conform to the approved sample / our drawing or defects are revealed during processing.

22. Time is the essence of this Purchase Order. The delivery should be adhered to as stipulated in this order, falling which liquidated damages at the rate of 0.5% per week subject to a maximum 5% of the total value of Purchase Order will be levied. In case the Vendor fails to complete the delivery of all the Goods by 6 weeks after expiry of delivery schedule this Purchase Order automatically stands cancelled unless otherwise revalidated by **PTC Software (India) Private Limited.**

23. In the event that the Vendor or any of its subcontractors or **PTC Software (India) Private Limited** is delayed in performing any of their respective obligations under the Purchase Order, and such delay is caused by Force Majeure, including but not limited to war, civil insurrection, fires, floods, epidemics, earthquakes, quarantine restrictions, acts of terrorism and freight embargoes, such delay may be excused and the period of such delay may be added to the time of performance of the obligation delayed.

    If a Force Majeure situation arises, the Vendor shall promptly notify **PTC Software (India) Private Limited** in writing of such condition and the cause thereof. Unless otherwise directed by **PTC Software (India) Private Limited** in writing, the Vendor shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. The Vendor needs to confirm to PTC that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3 and payment of taxes has been made. PTC Software (India) Private Limited will pay the vendor's invoice in two batches (i) Base Amount (ii) Tax Amount. Tax Amount will be paid only after Vendor provides sufficient proof that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3 and payment of taxes has been made.

25. For any payments made in advance before invoices are raised, the vendor undertakes to raise the Advance Receipt Voucher. Further the advance payment will be considered as inclusive of GST.

26. Any amount paid to the vendor shall be first attributable to the tax (GST) charged in the invoice and the balance shall be considered towards the 'value' of supply of goods/ services

27. PTC Software (India) Private Limited has the right to recover tax loss along with consequential interest and penalty suffered by it due to any non-compliance of tax laws by the vendor. Any GST liability arising on account of loss of GST credits for reasons such as failure of the

Vendor to prove details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be to the Vendor's account and PTC Software (India) Private Limited shall not be liable to compensate the vendor for the same.

28. Taxes which have been collected/with-held on behalf of PTC Software (India) Private Limited should be duly paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if PTC Software (India) Private Limited is not able to avail any tax credit due to any short coming on the part of the vendor (which otherwise should have been available to PTC Software (India) Private Limited in the normal course), then the vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the vendor will make 'good' the loss suffered by PTC Software (India) Private Limited due to the tax credit it lost in that transaction.

29. The vendor needs to provide invoice/ Debit note/ Credit Note on a timely basis to enable PTC Software (India) Private Limited to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made within 30 days from the date of the original tax invoice raised and not later than September of the succeeding financial year. Harmonised System of Nomenclature (HSN) / Services Accounting Code (SAC) for goods and services respectively shall be specifically included to avoid disagreement on classification at a later stage.

30. Under the Revised Model GST Law, any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to Vendor by PTC Software (India) Private Limited. Similarly, the benefits enjoyed by your Vendor and other players in the supply chain are also required to be passed on to you by them, which in turn shall be passed on to us by way of price reductions. Accordingly, you are expected to pass on any direct or indirect benefits arising thereon. The responsibility to pass on the above benefits vests with you, as our 'responsible Vendor' and we reserve our right to understand and seek the manner/ mechanism in which such benefits are passed on to us.

31. Vendor shall prepare the invoice in triplicate, in case of supply of goods as original copy shall be marked as "ORIGINAL FOR RECIPENT". Further, the invoices for supplies shall clearly bear the GSTIN No/ UID No along with purchase order/ work order No and date accompanied by advise of despatch and date of packing list.

32. Wherever applicable PTC Software (India) Private Limited has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law for the specified contracts and remit the same to the government.

33. Any local levies and or other charges levied by any Central/state/local authorities wherever applicable shall be extra and Vendor shall be liable to discharge the same.

34. Vendor shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any mis-declaration.

35. Any Liability arising out of dispute on the tax structure, calculation and payment to the Government will be to the Vendor's account

36. Where the supply of goods/services are liable to GST under reverse charge mechanism, then the Vendor should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".

37. The invoice should clearly specify any abatement, if any claimed or otherwise from the Taxable Value while calculating the GST.

38. The PO/ WO shall be void, if at any point of time you are found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

39. The Vendor/ Sub contractor shall communicate to PTC Software (India) Private Limited with regard to any change in the registration, issue of blacklisting or any non-compliance irrespective of the fact that whether such events are attributable to the Vendor or not. Any loss of tax, credit, refund or any other benefit is levied due to cancellation of registration of the Vendor, the Vendor shall be liable to reimburse such loss incurred.

40. Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement) agrees that it will be solely responsible for performing all compliances and making payments of all taxes (direct tax or indirect tax including but not limited to income-tax, transfer pricing, service tax, value added tax, GST (as and when made applicable) custom duty, excise duty, Research and Development Cess, etc.) 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.

41. In case any tax liability (including but not limited to income-tax, transfer pricing, service tax, value added tax, GST (as and when made applicable) custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by PTC Software (India) Private Limited due to failure of the Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with the relevant laws/ regulations applicable in India or overseas, Vendor undertakes to indemnify PTC Software (India) Private

Limited , for an amount equal to amount payable by PTC Software (India) Private Limited .

42. Further, Vendor undertakes to keep PTC Software (India) Private Limited indemnified at all times against and from all other actions, proceedings, claims, loss, damage, costs and expenses which may be brought against PTC Software (India) Private Limited or suffered or incurred by PTC Software (India) Private Limited and which shall have arisen either directly or indirectly out of or in connection with failure of the Vendor, or any of its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement, to comply with relevant obligations/ compliance under any law/ regulations applicable in India and overseas.

43. The parties agree to follow the following process in case any communication of demand, arising out non-compliance by Vendor (along with its affiliates in India or overseas including any agent/ third party contractor or any other person appointed by such affiliates for the purpose of this agreement), is received by PTC Software (India) Private Limited.

44. On PTC Software (India) Private Limited receiving any communication from a competent authority demanding tax liability (including but not limited to income-tax, transfer pricing, service tax, value added tax, GST (as and when made applicable) custom duty, excise duty, Research and Development Cess, etc.), cesses, interest, penalties or any other tax/ duty/ amount/ charge/ liability, PTC Software (India) Private Limited shall, within 5 common working days from the date of receipt of such communication (save where the period to respond to the relevant authority is less than five days, in which case, as soon as reasonably possible) inform Vendor in writing of such communication.

45. Pursuant to receiving communication from PTC Software (India) Private Limited, Vendor shall suggest to accept the communication and pay the demand amount to the competent authority. In such an event, Vendor shall reimburse such amount paid to PTC Software (India) Private Limited within 5 working days from the date of payment by PTC Software (India) Private Limited the Competent authority.

46. If Vendor advises in writing and PTC Software (India) Private Limited agrees to dispute the demand, then PTC Software (India) Private Limited shall dispute the matter with competent authority as per due process prescribed under the regulations and PTC Software (India) Private Limited shall not pay the Tax Demand. In such scenario, cost of litigation including but not limited to Counsel cost, filing fees, other related charges, should be reimbursed by Vendor to PTC Software (India) Private Limited. Additionally, if any coercive steps of recovery are initiated by the department, then PTC Software (India) Private Limited would pay such amount (including by way of adjustment of refunds due to it) and the same would be reimbursed by Vendor within 5 working days from date of such recovery from PTC Software (India) Private Limited. PTC Software (India) Private Limited will take all necessary steps to avoid such recovery measures.

47. On determination of the demand through an Order issued by a Tribunal or any other similar Authority, by whatever name called, under any law applicable in India or overseas, if the demand or any part thereof becomes payable and is paid by PTC Software (India) Private Limited then Vendor undertakes to reimburse such amount to PTC Software (India) Private Limited within 10 days from the date of payment. Alternatively, if on determination of the demand through an Order, no amount is payable by PTC Software (India) Private Limited then the order, then any refund arising to PTC Software (India) Private Limited due to such Order should be passed on to Vendor within 10 days from the date of receipt of refund.