

Purchase Order

This Purchase Order is subject to the General Terms and Condition (GTC) enclosed

PricewaterhouseCoopers Private Limited

PO NO: 412136352

PO Date: 04-03-2025

Supplier Name:	STARTELE TECH PRIVATE LIMITED
Supplier Address:	B-109 sector-5, Noida, 201301 Noida-201301 Uttar Pradesh INDIA
Contact Person:	
Contact Email :	
Contact Number :	9873495558
Quotation No:	
Quotation Date:	
Supplier GSTIN No:	09AAQCS5140N1ZO

Deliver To:	Bangalore Millenia - PWCPL~29AABCP9181H2ZZ 5th Floor, Tower D The Millenia 1 & 2 Murphy Road, Ulsoor Bengaluru-560008 Karnataka INDIA
Bill To:	Bangalore Millenia - PWCPL~29AABCP9181H2ZZ 5th Floor, Tower D The Millenia 1 & 2 Murphy Road, Ulsoor Bengaluru-560008 Karnataka INDIA
Org GSTIN No:	29AABCP9181H2ZZ
User Name :	Sujatha Menon
Email :	sujatha.menon@pwc.com
Contact :	
SBU:	One Consulting
Legal Entity:	PricewaterhouseCoopers Private Limited

Dear Sir,

We are pleased to confirm our order on you for the following goods/services:

Sr. No	Item Code	Item Description	Delivery Date	Qty.	Unit of Measure	Unit Price (INR)	Line Amount (INR)
1	030504005	Enterprise FigJam seats	28-02-2025	15	Each	2950.00	44,250.00
2	030504005	Enterprise Figma design seats	28-02-2025	30	Each	44200.00	1,326,000.00
3	030504005	Enterprise Dev Mode seats	28-02-2025	14	Each	21050.00	294,700.00
Base Amount Total							1,664,950.00

**** Taxes extra as applicable..**

Grand Total:	1,664,950.00
Amount In Words:	Sixteen Lakh Sixty Four Thousand Nine Hundred Fifty Only
Payment Terms	30Net
Payment Terms Others	
Delivery & Installation	
Validity Warranty	
Any other terms	

****This is a computer generated purchase order and does not require any signature and stamp****

General Terms and Conditions (GTC) of the Purchase / Work Order

(This GTC forms an integral part of the Purchase Order issued by the Buyer to the Seller)

Terms Defined:

'Acceptance' shall mean a written confirmation that terms and condition of the Purchase Order has been accepted either over e-mail or by submission of a signed copy of the Purchase Order duly signed by the Seller.

The term "*Buyer*" shall hereinafter refer to PricewaterhouseCoopers Private Limited

"*Bribery*" means and includes offering or providing an inducement of any kind to someone in order to influence some decision affecting a firm's business or the personal gain of an individual.

'Purchase Order' shall mean buying of products and services or a combination thereof by the Buyer from the Seller and shall include a 'work order' and 'service contracts'

"*Seller*" shall refer to the party on whom this Order has been placed. The terms "Buyer" and "Seller" shall include their respective Successors and Assigns.

1. The Seller shall acknowledge the receipt of this Purchase / Service / Work Order within 10 days following the mail of this order and shall thereby confirm his acceptance of this Purchase / Service Order in its entirety without exception. With Seller's acceptance of provisions of this purchase/ work order, Seller waives and considers as cancelled any of his general terms and conditions of sale. If the Purchase / Service Order written acceptance is not received within 10 days of mailing the order, it shall be deemed to have been rejected and the Buyer shall be deemed to have withdrawn this Purchase / Service Order.
2. The Seller shall ensure that goods / services supplied by him against this Purchase / Work Order are strictly in accordance with the specifications and the stipulated delivery schedule mentioned in this Purchase / Service Order.
3. The terms and conditions herein can be modified or cancelled in writing only upon the agreement of both Buyer and Seller.
4. DELIVERY TERMS:
 - a) The delivery schedule as mentioned in this Purchase / Service Order or intimated separately shall be the essence of the contract and no variation shall be permitted, except with prior authorization in writing from the Buyer.
 - b) The goods / services shall be delivered / dispatched strictly as mentioned in this Purchase Order and the material will be accepted at the Buyer's respective offices on working days only, between 10 AM to 5 PM from Monday to Friday. No deliveries will be accepted on Saturdays, Sundays and Holidays unless specifically agreed upon in writing.
 - c) The Seller will ensure that a Delivery Challan shall accompany every delivery against this Order.
5. CHALLANS, INVOICES:
 - a) All charges including the Basic Price, must be strictly in accordance with this order. The Buyer is not liable to pay any charges other than those mentioned in this Order.
 - b) All correspondence /challans/invoices/Goods Received Notes, etc., pertaining to this Purchase Order must contain the entire Purchase Order reference.
 - c) Seller should preferably send an invoice for each delivery challan.
 - d) The Seller will send his invoices inserting correct Order numbers and correct item codes, in triplicate along with a receipted copy of the challan to the Buyer's Administration Department only and not to any other department directly. The Buyer shall not be liable for any delay in payment due to the seller's failure to adhere to these instructions.
 - e) Seller should ensure that invoices bear the correct Purchase Order number and Delivery Challan number and in no case, can an invoice be made for more than one Purchase Order.

- f) All Invoices submitted to PwC India must be digitally signed (i.e, invoices affixed with "digital signature" as defined in section 2(p) of Information Technology Act, 2000) and uploaded on PwC Congruence portal (Vendor Management System).
- g) All Invoices needs to be uploaded in "PwC India via vendor management system" and all the necessary documentation should be attached.
- h) All Invoices should be submitted within 15 days from date of raising invoice by the vendor through vendor management system only
- i) All registered vendors already have an access of vendor management system and same username & password can be used to login into Vendor Management system for Invoice submission.
- j) All the invoices of the vendor shall be compliance with applicable GST rules and regulations.
- k) All invoices shall bear PwC's GSTIN as given in Purchase Order / Agreement or separately provided by PwC.

6. GOODS AND SERVICE TAX:

- a) Seller undertakes to remit applicable Goods and Services Tax (GST) to the appropriate tax jurisdiction of the applicable taxing authority within the time specified in the applicable law. Seller undertakes to submit all necessary information, documents and other evidences, including in particular, copy of the seller certificate of registration with tax authorities, copy of challan evidencing payment of GST by the seller and such other documents that may be required by PwC to enable PwC to claim the credit of GST charged to it by the seller. The seller should also ensure that the payment of GST is made against the GSTIN of the jurisdiction as provided to it by PwC.
- b) Seller authorizes PwC to withhold the amount of GST till the time the seller files its GST return for the respective period and the invoice, debit note or credit note issued by the seller is reconciled with the inward details available on GST network for GSTIN provided by PwC.
- c) In the event the unreconciled invoice or debit note stands paid and seller does not remit the GST, or remits GST to a jurisdiction different from the GSTIN provided by PwC, or claims that it has made the remittance, but the same is not reflected on the GST network for GSTIN provided by PwC, then (i) all the GST payable for the goods/services as mentioned above, and/or (ii) the disallowed or unavailable credits which otherwise PwC would be entitled under the applicable law if the GST was properly remitted and supply made by them was disclosed as outward supply in their return within the time period prescribed, (iii) the interest and penalties as may be payable under GST law and (iv) all other additional taxes or late charges that may be demanded by or may become payable to the taxing authority from PwC. PwC shall withhold the denied GST from the subsequent payment & in case there is no subsequent payment then the seller shall become liable to promptly, without delay or demur, reimburse to PwC.
- d) Seller acknowledges and agrees that in the event any tax proceedings are initiated against PwC, the seller shall fully cooperate with PwC by furnishing the relevant information related to the goods/service provided pursuant to this agreement on a timely basis as may be required by PwC from the seller.
- e) Seller acknowledges and agrees that they would adhere to the applicable GST compliances which may be monitored by the taxing authorities and any defaults may result in blacklisting or special scrutiny of either of the parties. Accordingly, in the event of continuing defaults from the seller, then PwC shall have the right to immediately terminate this agreement for violation of law committed by the seller and the breach of this agreement.
- f) Seller undertakes to file the GST return within the timelines prescribed under the provisions of the GST law for time being in force. In case seller doesn't file the GST return for a consecutive period of three tax periods, PwC shall recover the GST amount along with applicable interest and penalty as per the provisions of GST law for time being in force and also reserves the right to immediately terminate this agreement for violation of provisions of law.
- g) Seller agrees to file a declaration with PwC at the beginning of the year in respect to the applicability of the e-invoicing provisions on the PwC's Vendor Management portal. In case of non-compliance, seller will not be allowed to upload the tax document on the VMS.

7. PAYMENT TERMS:

Payment of the seller's invoice will be effected as per the period mentioned on the face of this Purchase / Service Order, reckoned from the date of receipt of the seller's invoice.

Unless otherwise agreed, all payments required to be made by Buyer to the Seller shall be made subject to any withholdings or deductions from time to time required under Income Tax Act, 1961 ('the Act') or if applicable under the double taxation avoidance agreement (DTAA) signed between the Government of India and the government of country to which the Seller is the Tax resident. Seller shall provide the requisite documents like the Tax residency Certificate, Form 10F (format to be provided by the Buyer) and No PE declaration (format to be provided by the Buyer) or any other document as required to be obtained by the Buyer to apply WHT rate as per the Act or DTAA whichever is more favorable to the Seller. If the Seller fails to provide the required documents along with the Invoice or before the payment is released by Buyer, the Buyer may withhold taxes at higher rate as provided under the Act.

8. CANCELLATION:

The Buyer reserves the right to cancel this Purchase / Service Order in full or in part and shall be entitled to rescind the contract wholly or in part by a written notice to the Seller in the event of:

- a) The seller's failure to comply with any of the terms and conditions of the Purchase Order.
- b) The seller's failure to deliver the goods in time and/or failure to give replacement of rejected goods promptly.
- c) Force Majeure delays.

9. In the event of cancellation, due to 7 (a) & (b) the Buyer shall be entitled to procure the goods through other sources and recover the excess costs, if any, over the purchase order price from the seller, reserving the right to any or all of the following remedies:

- a) Forfeiture of security deposit, if any
- b) Damages for non-delivery, by way of difference between the market price and the contracted price, to compensate for loss of production and consequently for loss of profit to the company.
- c) Full refund of advance payment, if any, made by the company.

10. In the event any article sold and delivered hereunder is defective in any respect whatsoever, Seller will indemnify and save Buyer from all losses or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use or sale of such article that are attributable to the said defective condition/article.

11. Seller agrees not to release any advertisement / promotion by any means mentioning Buyer or quoting the opinion of any of the Buyer's employees unless act is approved by the Buyer, in writing, before release.

12. Seller represents and warrants that no statute or regulation or ordinance of any governmental body, has been or will be violated in the manufacturing, sale and delivery of any article or service sold and delivered hereunder, and if such violation has or does occur, Seller will indemnify and save Buyer, from all loss, penalties or the payment of all sums of money on account of such violation.

13. Any contractor supplying both services and materials shall pay all sales and other taxes on material so furnished and shall indemnify and save buyer from any damage, costs, expenses, or penalties on account of such taxes.

14. Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

15. All the correspondence from the Seller to the Buyer and vice-versa and specially forwarding of the purchase order, acceptance thereof and rejection of goods as defective shall only be through Registered Post A.D., Speed Post, or fax.

16. All disputes arising out of this Purchase Order shall be referred to the nominated senior representatives of both the parties for resolution through conciliation. In case, any such difference or dispute is not amicably

resolved within forty-five (45) days of such referral, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act, 1996. The arbitration proceedings will be presided over by two arbitrators, each party appointing one arbitrator and the arbitration will be held in the city of the Buyer's office releasing the purchase / Service order.

17. All third parties with which PwC does business are required to comply with the Third Party Code of Conduct, which conveys PwC's minimum expectations towards standards of integrity and business conduct, and also helps third parties understand their obligations towards complying with prescribed laws and regulations including those on anti-corruption, fair competition, anti-money laundering, and data security.

The Third Party Code of Conduct of PwC can be accessed through the following URL : <https://www.pwc.in/about-us/code-of-conduct.jhtml>

18. Conflict of Interest

The Seller shall not accept, for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Purchase Order or any add on services to the Buyer and the Seller shall ensure that all such benefits accrue or are passed on to the Buyer.

19. The Seller shall be solely responsible for salary, allowance and other statutory dues of its employee/s. The Seller shall ensure full compliance of all the statutory regulations particularly provident fund, employees state insurance contribution or workmen compensation premium, minimum wages, and bonus in respect of employment of its employees and shall indemnify the Buyer against any claims arising out of the same. The Seller shall also ensure that its employees/ deputies abide by the general code of conduct & discipline in the office and follow all the applicable rules and regulations of the Buyer pertaining to safety & security.

20. Limitation of Liability

Buyer's entire and collective liability arising out of or relating to this Purchase Order including without limitation on account of performance or non-performance of obligations hereunder, regardless of the form of the cause of action, whether in contract, tort, statute or otherwise, shall in no event exceed the aggregate amount of mentioned in the Purchase Order.

21. Confidentiality

The Seller agrees that all financial, marketing and personnel data relating to the Buyer and its employees are confidential ("Confidential Information"). The Seller shall use Client Confidential Information which is disclosed to it only for the purpose of this Purchase Order and shall not disclose such Client Confidential Information to any third party without Buyer's prior written consent.

22. If any provision of this Purchase Order is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.

23. Anti-Profiteering Clause

- a) Vendor shall comply with Anti Profiteering Measure of the GST Law including such rules, guidelines, circulars, notification etc., as may be issued by Government from time to time.
- b) Further, as required under section 163 (Anti Profiteering Measure) of the GST Act, Vendor shall pass on the benefit of any tax credits / benefits to which PwC shall be eligible under GST by way of reduction in the base price charged to the PwC and PwC reserves its rights to seek any information that may be appropriate to meet this purpose.
