



general purchase order

To	: WATER MARK MARKETING PRIVATE LIMITED	Order No	: 20216671210103
Address	: 235, Block Gh-8, Paschim Vhar, West Delhi, Delhi, 110087, Delhi Pin:110087, [07] Delhi India	Order Date	: 16-Dec-2021
GSTIN/UIN	: 07AABCW5474C1ZD	Our Address	: Mudra House, Opp Hotel Grand Hyatt, Santacruz East Mumbai - 400055, [27] Maharashtra INDIA
PAN	: AABCW5474C	GSTIN	: 27AAHCM3403H1ZO
Place of Supplier	: [07-Delhi]	PAN	: AAHCM3403H
HSN	: Service Not Defined	Place of Supply	: [27-Maharashtra]
		Printed On	: 16-Dec-2021

Particulars	Quantity	Rate	Detail Amount
Cost Towards Data Profiling (Client - SOFTWAREONE INDIA PRIVATE LIMITED) Ref Est no.20216271070026 ,	1.00	63000.00	63000.00
Grand Total			63000.00

Rupees Sixty Three Thousand Only.

CIN : U93000MH2011PTC215593

* Please attach a DUPLICATE copy of our order along with Photograph/delivery challan to your bill.

* Your bills should be sent to us in TRIPLICATE which needs to be approved by our servicing person.

* All bills against this PO are to be submitted within 7 working days from PO receipt, failing which the Order shall stand cancelled.

This purchase order is subject to following Terms & conditions :

- Definitions.** Capitalized terms have the following meanings: (a) "Goods" means the goods, services and other items to be supplied to Purchaser by Supplier under this Purchase Order; (b) "Purchase Order" means the written or electronic order for Goods as is attached herewith; (c) "Purchaser" means the Purchaser issuing this Purchase Order (d) "Specified" means as specified in the Purchase Order; and (e) "Supplier" means the individual or entity specified in the Purchase Order as the supplier.
- Order, Price and Payment.** This Order is being placed by the Purchaser and the payments are subject to satisfactory deliverables and proper submission of bills along with this PO duly signed. The Specified price is inclusive of all applicable taxes, freight, packaging, insurance, handling and all other charges, unless otherwise specified. Specified prices are not subject to increases or additional charges for any reason. Supplier will separately invoice Purchaser for all amounts payable. The Supplier invoice pertaining to each supply should be submitted by the Supplier along with the acknowledged delivery challan/s, photograph mentioning the following information:
 - Correct & complete legal entity name and address of the Supplier and Service Receiver/ Purchaser should be mentioned on the Invoice
 - Complete address and GSTN of the Supplier as mentioned on this Purchase order and the Service Receiver/ Purchaser should be mentioned on the Invoice
 - Valid PAN / GSTN registration numbers of the Supplier should be mentioned on the invoice.
 - The amount of GST should be disclosed separately on the face of the Invoice along with the appropriate rates.
 - HSN/ SAC of goods/ services provided should be prescribed on the invoice.
 - Purchase Order issued by Purchaser has to be attached duly signed by you.
 - Proof of delivery of the goods/services to be attached like, photograph, delivery challan, installation certificate as applicable.
 - Stamp & Signature of Supplier's Authorised Person (Authorised person means person authorised to sign invoices under respective registration authorities / dept).
 - In case of Retail / branding / fabrication work: Supplier has to issue "TAX INVOICE" only.
 - All invoices as per the prescribed GST rules should be issued by the vendor and sent to DDB legal entity as mentioned in the PO promptly and in no case beyond 7 days of date of completion of order..
 - The acceptance of your invoice by the Purchaser is only for ensuring GST compliance and should not be assumed as an acceptance of your services/goods and the value of bill, under any circumstances.
 - It is the responsibility of the Supplier issue proper Tax invoice quoting all the above information with/on the invoice in order to make it GST Compliant, failing which the Purchaser will not be liable to accept and honor the Invoice. In case of any incorrect / incomplete / non-compliance on behalf of the Supplier, due to which the Purchaser receives any demand by the tax authorities/statutory authorities or is threatened with any demands from any statutory authorities, the Supplier shall be immediately liable to pay all the applicable taxes / levies amounts (including interest, penalty and associated litigation cost) upon notification by the Purchaser.
 - The Purchaser shall pay the GST charged on Supplier Invoice/s only after Supplier invoice/s has been uploaded on GSTN portal by the supplier by filing its Form GSTR -1 and the said invoice/s is reflected in our GSTR-2A (with CFS- Y) with invoice details matching with invoice submitted to us. In case Supplier has opted to file its Form GSTR 1 on a quarterly basis, GST payment will be based on the previous quarter's GST compliance by the Supplier (wherever applicable).
- Delivery.** Time is of the essence in Supplier's performance under this Purchase Order. The items covered under this purchase order are for immediate supply as per required specifications unless otherwise stated in writing. Supplier will deliver the Goods to Purchaser at the Specified destination no later than the Specified delivery date. Supplier will properly package the Goods to protect against any damage in full or in part during shipment, handling and storage. Supplier will not be liable for delays that are beyond its reasonable control provided it gives Purchaser prompt written notice of the delay and takes commercially reasonable measures to mitigate the delay to the satisfaction of the Purchaser.
- Inspection.** Purchaser shall have the right to inspect the Goods at any time, and Supplier will provide reasonable access and facilities for such inspection. Any discrepancy in delivery from the purchase order would be recorded and would be effected from the final payment to you..
- Acceptance.** Supplier will be deemed to have accepted all provisions of the Purchase Order unless he reverts with his Non acceptance within 3 days from the issue of the Purchase order.
- Validity of Purchase Order.** The validity of this Purchase Order is 6 months from the date of issue, unless renewed by the Purchaser in writing during the validity of the Purchase order. The PURCHASER WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THIS PURCHASE ORDER WHETHER OFFERED BY SUPPLIER VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE OR OTHERWISE, UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN WRITING SIGNED BY THE AUTHORISED REPRESENTATIVE OF THE PURCHASER.



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- 7. Representations and Warranties.** Supplier represents and warrants that the Goods/services supplied by the Supplier, (a) are free from defects in design, materials, workmanship and title, (b) are of good and suitable quality, that all materials and other items incorporated in the Goods will be new (not refurbished and/or reconditioned) and should be suitable for their intended purpose, (c) do not infringe any patent, trademark, trade dress, copyright or other rights of any person by whatever name they may be called, (d) conform to the requirements of the Purchase Order, (e) shall not contain any obscene, libellous, blasphemous, defamatory or deceitful (f) are of comparable quality as all samples delivered to Purchaser and (g) comply with all applicable laws, regulations and other requirements / permissions of governmental authorities having jurisdiction, which will allow the Purchaser, the full and unrestricted exploitation of the material in perpetuity. Further, Suppliers are expected not to practice or tolerate any form of corruption, extortion or embezzlement. Suppliers will not offer or accept bribes or other unlawful incentives to/from their business partners. Suppliers are expected not to offer to our employees gifts or any other kind of personal benefit resulting from the relationships with the suppliers
- 8. Rejection and other Remedies.** If the Goods/Services do not strictly comply with the requirements of the Purchase Order, Purchaser may reject them within a reasonable period of time after delivery irrespective of whether payment has been made by the Purchaser to the supplier for such goods/Services. In such case, Purchaser may (a) retain any or all of such Goods/Services for correction or replacement by Purchaser or others (b) retain any or all of such Goods/Services for use as delivered or (c) return any or all of such Goods/Services with or without instruction for correction. Supplier will promptly comply with any instruction for correction. If Purchaser requests Supplier to make any correction and Supplier thereafter fails or indicates its inability or unwillingness to do so, Purchaser may, at its own discretion, have the correction made. Purchaser will be entitled to recover from Supplier (by credit, offset, invoice or otherwise) an equitable amount for the diminished value of any uncorrected Goods/Services and all costs reasonably incurred by Purchaser in connection with rejected Goods/Services (including but not limited to all costs of correction by Purchaser and/or all costs to return Goods to Supplier). The Supplier will intimate the Purchaser immediately in writing of any circumstances, which may affect the execution of the Purchase Order and will assist the Purchaser in taking necessary actions arising out of such circumstances
- 9. Manpower.** The Supplier shall be solely and entirely responsible for deployment of any/all man power services, facilities etc. and shall be the Principal Employer for such manpower and/or facilities under all circumstances and shall ensure that the services under this Purchase Order are rendered /delivered to the Purchaser's utmost satisfaction. Supplier shall also comply with all applicable statutes including but not limited to Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act, Minimum Wages Act, Bonus Act, Payments of Wages Act etc. as may be in force from time to time in terms of coverage, returns, records maintenance and the like. The Purchaser shall not be liable in any manner whatsoever for any non-compliance on Supplier's part of such applicable laws and in the event of any claim of whatsoever nature arising or threatened thereof, the entire burden including legal proceedings shall be solely and exclusively borne by the Supplier. The Supplier shall be solely and entirely responsible for payment of any/all costs, consequences, liabilities associated with the employment of its employees, manpower services, facilities and /or its subcontractors / third parties, who are deployed and /or engaged for performing the Services under this Purchase Order including but not limited to salary, provident fund contributions, insurance, workmen's compensation, etc by whatever name it may be called.
- 10. Defense and Indemnity.** Supplier will defend and indemnify Purchaser from any allegation, threats or claim(s) based on or any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorney fees) arising out of any allegations, threats or claim related to (a) the design, manufacture, possession, ownership, use, sale and/or transfer of the Goods, (b) an actual or alleged breach of any of Supplier's representations, warranties, the statutory rules and regulations applicable and in force, from time to time or other obligations under this Purchase Order or (c) any act of omission or commission by the Supplier and/or its employees or agents, except to the extent caused by the proven negligence or willful misconduct of Purchaser or (d) infringement of any Intellectual Property Rights of any third party or (e) arising out of any injury incurred by any employee of the Supplier in the premises of the Purchaser. Supplier's duty to defend is independent of its duty to indemnify the Purchaser. Supplier's obligations under this Section are independent of any other obligation towards the Purchaser under this Purchase Order. Supplier's obligations under this Section will survive termination/conclusion/expiry of this Purchase order irrespective of Purchaser's acceptance of and payment for the Goods even if made by the Purchaser to the supplier. Notwithstanding the above, the Purchaser reserves the right to adjust, any recovery to be made by it for loss suffered due to failure on part of the Supplier in its GST Compliances, by adjusting it or withholding it from any amount deposited with Purchaser or its Group Companies or any other amount payable by Purchaser to the vendor (present or future).
- 11. Insurance.** Supplier will maintain adequate insurances (including, without limitation, automobile insurance, commercial liability insurance, and statutory workers' compensation insurance) that are sufficient to protect Supplier's business and/or employees, persons against all applicable risks. Supplier will cause Purchaser to be named as an added insured on the policies required under this Purchase Order and shall cause its insurance to be primary to any insurance carried by Supplier. Supplier will provide Purchaser with certificates of insurance and other supporting documents/materials as Purchaser may request to evidence supplier's continuing obligations and in compliance thereof .
- 12. Confidential Information.**
From time to time, Purchaser may disclose or make available to the supplier, either directly or through one or more third parties, whether orally or in physical form, confidential or proprietary information concerning Purchaser, its Affiliates and/or third parties and/or their respective businesses, products or services (together, "Confidential Information") in connection with the transactions contemplated by this Purchase order. Supplier agrees that during the Term and indefinitely thereafter (a) it shall use Confidential Information solely for the purpose(s) of this Purchase order and (b) it shall not disclose Confidential Information to any third party (other than its employees, consultants and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein). The terms and conditions of this Purchase order shall be deemed Confidential Information. Upon Purchaser's request, Supplier shall promptly return all Confidential Information to the Purchaser.
- 13. Safety:** Supplier will comply with all applicable quality, health, safety and environmental regulations. All required permits, licenses and registrations will be obtained, maintained and kept up-to-date by the Supplier at its own cost and consequences. Supplier will fulfill all its operational obligations and reporting requirements. The Purchaser shall have the right to object to any unsafe practices carried on by either the Supplier or its sub contractors/suppliers (or associated contractors) to carry out the Services in a safe manner and the Supplier and its sub contractors/supplier shall abide by such instructions and/or directions given by the Purchaser. The Supplier shall be solely responsible to ensure that the Services under this Purchase Order is carried out safely, by deputing technically qualified personnel under proper supervision and with all requisite safety requirement, using safe apparels, safe tools and in accordance with any applicable Laws. The Purchaser reserves the right to audit Safety system and processes including audit of adherence of safety norms anytime at actual site by themselves or by any third party.
- 14. Human Rights.** The Supplier shall respect internationally proclaimed human rights, and shall avoid being complicit in human rights abuses of any kind. The supplier shall respect the personal dignity, privacy and rights of each individual. Equal treatment of all employees will be a fundamental principle of the supplier with no discrimination of any kind.
- 15. Forced Labour.** The Supplier shall not use forced or compulsory labour, including, but not limited to, debt bonded labour. The Supplier shall ensure that the work relationship between the Worker and the Supplier is freely chosen and free from threats.



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- 16. Child Labour.** The Supplier shall not employ or use any sort of child labour, consistent with the ILO's (International Labour Organization) core labour standards and the United Nations Global Compact principles. If any child is found working at the premises of the Supplier, it shall immediately take steps to redress the situation in accordance with the best interests of the child. The Supplier shall secure that persons under the age of 18 do not perform any hazardous work. In these Principles 'hazardous work' means work which exposes a person to physical, psychological or sexual abuse; work underground, under water, at dangerous heights, in confined spaces; work with dangerous machinery, equipment and tools, or which involves the handling or transport of heavy loads; exposure to hazardous substances, agents or processes, temperatures, noise levels or vibrations; particularly difficult conditions such as work for long hours or at night or where the child is unreasonably confined to the premises of the Supplier.
- 17. Employment conditions.** The Supplier shall provide remuneration that meets any national legal standard on minimum wage. The basis on which Workers are being paid is to be clearly conveyed to them in a timely manner. The Supplier shall secure that working hours are not excessive and as a minimum comply with applicable local laws. The Supplier shall respect the individual Worker's need for recovery and secure that all Workers have the right to adequate leave from work with pay. The Supplier shall secure that all Workers are provided with written agreements of employment setting out employment conditions in a language understandable to the Worker.
- 18. Health & Safety.** The Supplier shall secure that the Workers are provided with a healthy and safe working environment in accordance with internationally recognised standards. The Supplier shall do its utmost to control hazards and take necessary precautionary measures against accidents and occupational diseases. Whenever necessary Workers are to be provided with, and instructed to use, appropriate personal protective equipment. The Supplier shall provide adequate and regular training to ensure that workers are adequately educated on health and safety issues. The Supplier shall secure that, where it provides accommodation, it shall be clean, safe and meet the basis need of the Workers, and, where appropriate, for their families.
- 19. Environment.** The Supplier shall take a precautionary approach towards environmental challenges, undertake initiatives to promote greater environmental responsibility, and encourage the development and diffusion of environmentally friendly technologies. The Supplier shall minimize its environmental impact and continuously improve its environmental performance.
- 20. Non Solicitation.** During the term of this Purchase order and 12 months thereafter, the Supplier shall not, directly or indirectly in any manner, solicit and/or seek to engage/hire/employ or engage on retainer or consultancy any existing or former employee/staff/personnel of the Purchaser, including conduct any transaction with such said sources, when the interaction with such person has been a consequence of this Purchase order; without the specific permission in writing of the Purchaser.
- 21. Cancellation and Modifications.** Purchaser may, at any time prior to Supplier's acceptance of this Purchase Order (as specified in Section 2 above), cancel or modify this Purchase Order without liability or obligation to Supplier except to pay the Supplier for (a) the estimated costs that would have been incurred by Supplier to complete and deliver the cancelled Goods, and (b) the reasonable value of the cancelled Goods at the time of cancellation; if these are conveyed before commencement of work.
- 22. Successors and Assigns.** Supplier will not assign this Purchase Order (in whole or part) without Purchaser's prior written consent. Any assignment without Purchaser's consent will be voidable at Purchaser's option. Subject to the foregoing restrictions, the Purchase Order will be fully binding upon, inure to the benefit of and be enforceable by Supplier, Purchaser and their respective successors and assigns. However the Purchaser shall have a right to assign this Purchase Order (in whole or in part) to any person, subsidiary, group company as the Purchaser may deem fit at its sole discretion. The purchaser shall intimate the supplier of any such assignment if made.
- 23. Applicable Law.** The Purchase Order will be governed by the laws of India. Any dispute arising out of or in respect to the Purchase Order will be determined by the courts of Mumbai.
All disputes arising out of or in connection with this Purchase order that are not settled amicably between the parties shall be referred to and be finally and exclusively settled by arbitration through a sole arbitrator appointed by the Purchaser. The arbitration proceedings shall be in the English language and the arbitral tribunal shall endeavor to pass its award within six (6) months from the date of commencement of the arbitration. The venue of the arbitration shall be at Mumbai.
- 24. No Waiver.** Failure by any party to insist on compliance with any of the terms of this Purchase Order or to exercise any right hereunder will not constitute a waiver by such party of such compliance or right.
- 25. Cumulative Rights.** The rights and remedies of the parties under this Purchase Order are cumulative, and either party may enforce any of its rights or remedies under this Purchase Order or other rights and remedies available to it at law or in equity.
- 26. Construction.** The section headings of this Purchase Order are for convenience only and have no interpretive value.
- 27. Limitation of Liability.** Purchaser is not liable under any circumstances for lost opportunities or profits, or for consequential, special, punitive or indirect damages of any kind.

(Prepared By)

(Authorised Signatory)

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