

Vendor Address
CONNECTIVITY IT SOLUTIONS PVT LTD
10TH MAIN,BANASHANKARI 2ND STAGE
NO. 1877, 1ST FLOOR, 31ST CROSS,
560070 BANGALORE
INDIA
KARNATAKA INDIA
Supplying GST: 29AAGCC1283L1ZC

Deloitte Bill To/Ship To Address
Deloitte Touche Tohmatsu India LLP
One International Center
Tower 3, 32nd Floor
400013 MUMBAI
INDIA
GST NO: 27AALFD7157J1ZZ
Place Of Supply: Maharashtra

Information	
Purchase Order No/Date	4500016978/27.07.2023
PO Version No/Date	0/
Vendor Code	4014155
Payment Terms	Pay within 30 Days
Buyer	Rushikesh B(IT)
Phone	912261854000
Your Reference	
Our Reference	
Delivery Date	27.07.2023

Item	Material/Service Number Material/Service Description	Quantity	UOM	Net Price In Indian Rupee	Net Amount In Indian Rupee
1	3020066 SOFTWARE Cyber Triage standard Subscription Qty:-1 Unit cost:- 209,365/-	1.00	Number(s)	209,365.00	209,365.00
				Grand Total	209,365.00

Information

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Purchase Order T & C

Payment Within 30 days on Receipt of Tax Invoice.

Mailing Address

Deloitte Touche Tohmatsu India LLP.
One International Center, Tower 3,
27th Floor, Senapati Bapat Rd.,
Elphinstone Rd.(W), Mumbai # 400 013
Contact Person:- Mr. Kailas Pongde
Tel:- 022 61855277/6833/6218

Standard Terms & Conditions

1. MEANING OF EXPRESSION: #Purchaser# in these conditions mean: Deloitte Touche Tohmatsu Limited (#DTTL#) member firm, or any Affiliate of either DTTL or a DTTL member firm and #Seller# includes all persons, firms, companies who agree to sell to Purchaser.
2. The #Seller# warrants that, prior to accepting the Purchase Order from the #Purchaser# the #Seller# has fully and accurately disclosed to the #Purchaser# information regarding the shareholders of the #Seller#s# company and their relevant interests.
3. The #Seller# agrees to notify the #Purchaser# of any change or potential change in shareholding in the #Seller#s# company arising during the course of this Purchase Order, immediately and in no event later than [5 days] of such change.
4. In the event that the #Purchaser# notifies the #Seller# that it has identified circumstances that would result in the independence of Deloitte, any Deloitte Touche Tohmatsu Limited (#DTTL#) member firm, or any Affiliate of either DTTL or a DTTL member firm being impaired with respect to any client by being in violation of the applicable auditor independence requirements (including but not limited to a change in shareholder or external auditor) the #Seller# accepts that the #Purchaser# may terminate this Purchase Order immediately.
5. ANTI-BRIBERY AND CORRUPTION:
 - a. The Seller shall comply with all applicable laws for prevention of corruption and bribery, including but not limited to, the Prevention of Corruption Act, 1988. Without limiting the generality of the forgoing, in relation to the Seller#s performance of this Agreement Seller represents, warrants and undertakes that: (a) it has neither offered, promised or given nor will offer, promise or give a financial or other advantage directly or indirectly to any other person intending to induce or reward them for improper performance of a relevant function or activity; (b) it has not directly or indirectly accepted or received and will not accept or receive a financial or other advantage offered or paid to the Seller or any person on its behalf or in lieu of it, intending that there be improper performance of a relevant function or activity by the Seller; (c) it has not knowingly or recklessly offered, promised or paid, and will not knowingly or recklessly offer, promise or pay any fee or any other thing of value or advantage to any Government Official directly or indirectly, with the intention of influencing any act or decision of such Government Official in his or her official capacity to direct business to any of the parties to this Agreement or other third parties. Seller shall ensure that each of its personnel and any other permitted third party agent, representative or subcontractors utilized by it in connection with the performance of its obligations under this Agreement and their personnel, has provided to (or agreed with) the Seller for the benefit of Deloitte the same representations, warranties and obligations relating to anti-bribery and corruption as set out in these Requirements (and the Seller shall be responsible for their breach or non-compliance). To the extent Deloitte is obliged to comply with, or adhere to the principles of, the Foreign Corrupt Practices Act, 1977 (of USA), the UK Bribery Act, 2010 and any other applicable anti-bribery or corruption laws the Seller

Information

Purchase Order No/Date	4500016978/27.07.2023
Vendor Code	4014155

shall ensure it understands the relevant requirements and shall not do or omit to do anything that may result in Deloitte being in breach of any such law or their principles. Notwithstanding anything to the contrary stated elsewhere in this Agreement, Deloitte shall have the right to terminate this Agreement in the event Deloitte acting reasonably believes that the Seller is in breach of its obligations relating to anti-bribery and corruption. Seller shall keep accurate records of business and financial transactions relating to its performance of this Agreement and its activities relating to it. Seller shall immediately inform Deloitte of any actual or suspected violation of any Requirements and shall cooperate with Deloitte in any investigation into any such violations. The Seller shall indemnify Deloitte for any loss, damages, liabilities, claims incurred or suffered by Deloitte due to a breach of the Requirements.

b. Deloitte and/or its authorized representatives may from time to time review the Seller's compliance with the Requirements. The Seller shall cooperate with such reviews, including by promptly providing all requested documentation and other information to Deloitte or its authorized representatives.

c. For clarity, the Seller represents, warrants and agrees that it shall not act on behalf of Deloitte or have interactions with Government Officials on Deloitte's behalf as its agent, representative, or otherwise, except to the extent necessary for the Seller to provide services under this Agreement in which case, the Seller shall (a) provide services consistent with the scope of work that Deloitte is required to provide under its contract with the relevant government body or client; and (b) Seller shall comply with all other Requirements.

In this clause, #Agreement# means this agreement including all schedules, appendices and annexure and all valid modifications to any of them; #Deloitte# means the relevant Deloitte entity in India entering into this Agreement with the Seller for procuring of goods and/or services from the Seller; "Government Official or Public Officials" means any officer or employee of any government or any governmental department or agency, public sector undertakings or any person acting in an official capacity for or on behalf of any such government or governmental department or agency; #Requirements# means the anti-bribery and corruption requirements set out in this clause; #Seller# means the seller who has under this Agreement agreed to supply to Deloitte the goods and services to which this Agreement relates.

6. INDEPENDENCE:

(i.) The Company warrants that, prior to entering into this Agreement with Deloitte, the Company has fully and accurately disclosed to Deloitte all relevant corporate information regarding the shareholder structure and relevant interests including controlling entities, upstream associate entities, global ultimate parent of each upstream associate entities, individual having control over such global ultimate parent(s), controlled entities, downstream associate entities and sister entities, as applicable.

(ii.) The Company agrees to immediately notify Deloitte of any change or potential change in shareholding or controlling entities, upstream associate entities, global ultimate parent of each upstream associate entities, individual having control over such global ultimate parent(s), controlled entities, downstream associate entities and sister entities, as applicable in the Company arising during the course of this Agreement.

(iii.) In the event that Deloitte notifies the Company that it has identified circumstances that would result in the independence of Deloitte, any Deloitte Touche Tohmatsu Limited (#DTTL#) member firm, or any affiliate of either DTTL or a DTTL member firm being impaired with respect to any client by being in violation of the applicable auditor independence requirements (including but not limited to a change in controlling entities, upstream associate entities, global ultimate parent of each upstream associate entities, individual having control over such global ultimate parent(s), controlled entities, downstream associate entities and sister entities, as applicable, or external auditor) the Company acknowledges and agrees that Deloitte may immediately terminate this Agreement in accordance with of this Agreement.

Information

Purchase Order No/Date	4500016978/27.07.2023
Vendor Code	4014155

7. TAX CLAUSE:

- # At the time of payment of any amounts under this Agreement, Deloitte may deduct taxes and statutory levies or imposts at source (TDS) as required under law. In the case of each such TDS, Deloitte will provide the Seller with reasonable documentation in support of Deloitte having dealt with the TDS in accordance with law.
- # The seller shall ensure that in no event Deloitte shall be made liable to pay any goods and services tax on services.
- # The seller shall indemnify and hold Deloitte harmless against any such demands, claims, penalties, losses whether on account of failure of the Seller or otherwise.
- # Deloitte is not obliged to pay fees or other amounts where the Seller has not effectively provided Services or where the Seller is in breach of any provision of this Agreement.
- # Payment of fees shall not indicate the Seller's acceptance of the performance of the Agreement by the Seller and consequently shall not limit (or operate as a waiver of) Deloitte's rights set out in this Agreement or under law.

8. GST CLAUSE:

- # The Seller undertakes to complete the necessary compliance including the timely issuance of invoice and/or other necessary document, uploading the relevant invoice and/or document details on the GSTN portal and making payments of GST to the government authority.
- # The Seller confirms that it shall be responsible for GST compliance on its part as a service recipient including providing necessary GST details to Deloitte, submission of returns and maintaining prescribed records as may be prescribed.
- # In case any credit, refund or other benefit under GST is denied to Deloitte or is delayed due to any non-compliance by the Seller (such as failure to upload the details of supply of Goods/service on the GSTN portal, failure to pay GST to the Government, lower compliance rating etc.) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Seller with the Government or Deloitte, the Seller agrees to indemnify, defend and hold harmless Deloitte and reimburse Deloitte for the loss including, but not limited to, the tax loss, interest, penalty, reasonable costs or expenses of any nature whatsoever, whether accrued, absolute, contingent or otherwise; including, without limitation, reasonable attorneys' fees and costs (whether or not a suit is filed).

9. QUANTITY ORDER:

- (a) In case of strike, accidents or other unforeseen contingencies causing stoppage of production at Seller's works, the Purchaser reserves the right to cancel or modify the order without being liable for any compensation and/or claim of any description.
- (b) Quantity received by Purchasers in excess of quantities specified herein may be returned at their option at Seller's expenses.

10. **QUALITY:** Goods and services rejected on account of inferior quality or workmanship will be returned to Seller. If at any stage during use, the Purchaser finds the goods supplied under this P.O. non - confirming to the stipulated quality, the Purchaser reserves the right to reject the material and return the same to the supplier at latter's cost. The incidental loss of the Purchaser shall also be borne by the Seller.

11. **DESCRIPTION:** Please refer to the item on the face of the Purchase Order. Alternation in the quality or the quantity of the mode of supply or in the period of execution and no enhancement in the rates of articles shall be accepted unless previously approved by Purchaser.

Information

Purchase Order No/Date	4500016978/27.07.2023
Vendor Code	4014155

12. **DELIVERY:** Time is the essence of this order and goods must be delivered within timelines mutually agreed at the address mentioned in this Purchase Order, unless otherwise expressly agreed, failing which order is liable to be canceled.

13. **WARRANTY:-** In addition to warranties implied in fact or law the Seller expressly warrants all materials and work covered by this order to be in accordance with the specifications and the receipt of the material of payment for the same shall not be deemed waive any warranty.

14. **CONFIDENTIALITY #** All drawing or technical particulars supplied to the seller are to be kept confidential and no part of it should be shared with anyone other than the authorized persons. The liability to the damage caused due to negligence of any of Seller#s present or ex-employees would be to Sellers account.

15. **PACKING INSTRUCTIONS:** All goods should be packed properly to avoid breakage or pilferage in transit. Purchaser allows no charge for boxing, packing or cartage unless by written agreement.

16. **CHALLAN:** The Seller must deliver the goods to the Purchaser#s Office mentioned under their challan having Purchase order reference. No goods will be accepted without proper challan.

17. **INVOICING:** Invoice in ORIGINAL with the acknowledged challan must be sent by the Seller to Purchaser mentioning our Purchase Order Number.

18. **INSPECTION:** Inspection of goods will be made by Deloitte#s respective stakeholders at their own office and their report shall be stated as final and will be binding on both the parties.

19. **TERMS OF PAYMENT:** Payment will be calculated on the actual rate and quantities/services received and accepted by Purchaser along with all the necessary supporting documents.

20. PRICE:

(a) All the rates stated in this order are understood to be competitive and subject to verification from market sources.

(b) The Purchaser will not allow any revision on the price during the period of the contract, unless otherwise expressly agreed.

(c) If prices are omitted on order, it is agreed that Seller#s prices will be the lowest of the prevailing market price.

(d) Prices mentioned in the Purchase Order are net landed prices.(exclusive of taxes and duties).

(e) The price quoted above shall remain firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor/Seller for any reason whatsoever. It should be clearly understood that any claims for extra VAT/GST/ Sales tax, Excise duty, Octroi, and any other statutory levy, taxes etc. shall not be entertained at any stage and in any case whatsoever. If applicable, tax shall be deducted at source from the payments to be effected to the seller, at the time of settling the invoices, in accordance with the Indian tax laws.

(f) The Seller shall charge Goods and Service Tax (GST) separately at applicable rates as defined in purchase order.

(g) To enable Deloitte India to pay considerations and other charges applicable under this purchase order and also make payment of the GST to the Government, the Seller shall raise monthly invoices setting out clearly the charge for the preceding month and itemizing separately the applicable Indirect Taxes, provided that the Seller is able to show compliance with the laws relating to such Indirect Taxes (including, as applicable, proof of registration, etc.).

Information

Purchase Order No/Date	4500016978/27.07.2023
Vendor Code	4014155

21. JURISDICTION:- All disputes concerning this P.O. are subject to Jurisdiction of Mumbai Courts only.

22. INSURANCE :- Seller shall cover the risk of Equipment, Men, Material damage, damage to property or persons employed or engaged by Seller during transit, erection, installation & commissioning by adequate insurance until handover (In case if any).

23. INDEMNITY : Seller agrees to indemnify and always keep indemnified and harmless against any penalties, losses or costs arising as a result of Seller failure to comply with any of the Govt. Laws, Municipal corporation rules & regulations, Labour & Safety Laws or any other statutory laws and regulations prevalent during the execution of this order or against all costs, actions, claims, losses, damages, suits, prosecution including all consequential loss and legal fees which may suffer / incur on account of the failure of the Seller to comply in whole or any part of any terms and conditions.

24. PENALTY:

(a) All Damaged/rejected goods would be returned to the Seller immediately at Seller's cost in respect of packing, freight, Insurance etc.

(b) In the event of Seller's failure to supply the goods in time the Purchaser reserves the right of purchasing goods from the market on Seller's account and risk and can hold them liable for any difference in price and other incidental expenses arising there from.

(c) In the case of delayed delivery, the supplier is obliged to pay to the purchaser a contractual penalty of 1 % for each commenced week of delay; however, at most 10 % of the delivery's overall order value. The right to assert additional damage claims is expressly reserved by the purchaser.

25. Force Majeure:

Neither party shall be liable to the other for any delay or failure in performing its obligations under the order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party (#Force Majeure Event#). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosions, epidemic, war, invasions, terrorist acts, riots, strike, or embargoes. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the order. If a Force Majeure Event prevents seller from performance for a continuous period of more than fifteen (15) business days. Buyer may terminate this order immediately by giving written notice to seller.

The terms and conditions as mentioned in this purchase order is deemed to be accepted, if no objection is raised within three days of date of this Purchase Order.