

# Purchase Order

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

PricewaterhouseCoopers Professional Services LLP

<b>Supplier Name:</b>	CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED
<b>Supplier Address:</b>	No. 1877, 31st cross, 10th main, 1st floor Banashankari 2nd stage Bangalore BANGALORE-560070 Karnataka INDIA
<b>Contact Person:</b>	CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED NA
<b>Contact Email :</b>	venkat@cosol.in
<b>Contact Number :</b>	9964196603
<b>Quotation No:</b>	
<b>Quotation Date:</b>	
<b>Supplier GSTIN No:</b>	29AAGCC1283L1ZC

<b>SBU:</b>	India Tech
<b>Legal Entity:</b>	PricewaterhouseCoopers Professional Services LLP

Dear Sir,

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

Sr. No	Item Code	Item Description	Covered Product	Qty.	Appliance SN
1	F5-SVC-BIG-RMA-NBDS	BIG-IP SERVICE: RMA NEXT-DAY SHIP (INTERNATIONAL ONLY)	F5-BIG-LTM-I2800	1	f5-xedh-xjzl
2	F5-SVC-BIG-RMA-NBDS	BIG-IP SERVICE: RMA NEXT-DAY SHIP (INTERNATIONAL ONLY)	F5-BIG-LTM-I2800	1	f5-ouvq-zgff
3	F5-SVC-BIG-STD-L1-3	BIG-IP SERVICE: STANDARD, (LEVEL 1-3)	F5-BIG-LTM-I2800	1	f5-xedh-xjzl
4	F5-SVC-BIG-STD-L1-3	BIG-IP SERVICE: STANDARD, (LEVEL 1-3)	F5-BIG-LTM-I2800	1	f5-ouvq-zgff

**\*\*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 Professional Services LLP

"*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.