

PURCHASE ORDER

Supplier No. : 10351

Supplier Name : OSPS TELECOM SERVICES PVT LTD

Address : 3-5-823,HYDERABAD BUSINESS CENTRE, F-1, 4TH FLOOR,HYDERGUDA, Hyderabad,Telangana-,India

Document Type : INDUS Complex PO Linked to GBPA

P.O No : 19030010873

Date : 26-AUG-16

Amendment No : 1

Amendment Date : 17-NOV-16

Po Subtype : Capex

GBPA No. : 19030010541

GBPA Valid from : 23-AUG-16

GBPA Valid up to : 22-AUG-17

Buyer : Rameshwar Mache

Bill To : MNGCOFFICE

Office No. 2010, 2nd Floor E' Wing, Marval Edge, Viman Nagar, Nagar Road (S.No. 207, Hissa No. 1A, Lohegaon & S.No. 33, Hissa No. 2A/1, Vadgaonsheri), Taluka Haveli,Maharashtra,411014,India

Ship To : MAW - Pune Warehouse

Unique warehousing, S. No. 11 Behind Yogesh Service Station Lonikand,Maharashtra,412216,India

User Dept : Deployment

Circle : Maharashtra & Goa

Username : Mehta, Mitesh 901171

Warehouse-Code : MAW - Pune Warehouse

We are pleased to release the order for the following items/services subject to terms and conditions mentioned herein and overleaf

Sr.No.	Item Code	Item Description	Quantity	UOM	Rate	Currency	Amount	Tax Amount	Need By Date
1	12-111025-0-00-ZZ-ZZ-000	MCB,32A,1 Pole,C Curve	2	Each	106.00	INR	212.00		05-SEP-16
								P2P-Service Tax-9.8%-Work Cont-Elec.	20.78
								R&M-Recov	
								P2P-ST- SBC-0.35-Works Contract-Elec, R&M	0.74
								P2P-ST- KKC-0.35-Works Contract-Elec, R&M	0.74
								VAT- 4.50% -Non recoverable-Maharashtra	9.54
Indus ID : IN-1124479									
Project No : R/RL-1529166									
Note To Supplier :									
2	29-400000-0-00-ZZ-ZZ-519	Transportation Charges - Primary,Logistic	.278	Each	1.00	INR	0.28		15-DEC-16
								P2P-Service Tax-14%-Recoverable	0.04
								P2P-ST- Normal SBC-0.5%-For all	0.00
								P2P-ST- Normal KKC-0.5%-Creditable	0.00
Indus ID : IN-1124479									
Project No : R/RL-1529166									
Note To Supplier :									
3	22-200000-0-00-ZZ-ZZ-809	Cables Laying charges including Termination with Lugs & Glands, cable identification with ferrules / Marker for Upgrade Site	1000	Each	0.40	INR	400.00		15-DEC-16
								P2P-Service Tax-9.8%-Work Cont-Elec.	39.20
								R&M-Recov	
								P2P-ST- SBC-0.35-Works Contract-Elec, R&M	1.40
								P2P-ST- KKC-0.35-Works Contract-Elec, R&M	1.40
								VAT- 4.50% -Non recoverable-Maharashtra	18.00
Indus ID : IN-1124479									
Project No : R/RL-1529166									
Note To Supplier :									
4	21-320000-0-00-ZZ-ZZ-147	Installation,DCDB with installation accessories	1	Each	1,511.00	INR	1,511.00		15-DEC-16
								P2P-Service Tax-9.8%-Work Cont-Elec.	148.08
								R&M-Recov	
								P2P-ST- SBC-0.35-Works Contract-Elec, R&M	5.29
								P2P-ST- KKC-0.35-Works Contract-Elec, R&M	5.29
								VAT- 4.50% -Non recoverable-Maharashtra	68.00
Indus ID : IN-1124479									
Project No : R/RL-1529166									
Note To Supplier :									
5	12-213760-0-01-ZZ-ZZ-000	Cable,50 Sq MM,1 Core Red,Copper Unarmoured Multi strand HRFR,Version 1.0	5	Meter	254.70	INR	1,273.50		15-DEC-16
								P2P-Service Tax-9.8%-Work Cont-Elec.	124.80
								R&M-Recov	
								P2P-ST- SBC-0.35-Works Contract-Elec, R&M	4.46
								P2P-ST- KKC-0.35-Works Contract-Elec, R&M	4.46
								VAT- 4.50% -Non recoverable-Maharashtra	57.31
Indus ID : IN-1124479									
Project No : R/RL-1529166									
Note To Supplier :									
6	12-213660-0-01-ZZ-ZZ-000	Cable,50 Sq MM,1 Core Black,Copper Unarmoured Multi strand HRFR,Version 1.0	5	Meter	254.70	INR	1,273.50		15-DEC-16
								P2P-Service Tax-9.8%-Work Cont-Elec.	124.80
								R&M-Recov	
								P2P-ST- SBC-0.35-Works Contract-Elec, R&M	4.46

					P2P-ST- KKC-0.35-Works Contract-Elec, R&M		4.46	
					VAT- 4.50% -Non recoverable-Maharashtra		57.31	
Indus ID		: IN-1124479						
Project No		: R/RL-1529166						
Note To Supplier		:						
7	12-212560-C-01-ZZ-ZZ-000	Cable,35 Sq MM,1 Core Green,Copper Unarmoured Multi strand HRFR,Version 1.0 - Capex	2	Meter	190.60	INR	381.20	15-DEC-16
					P2P-Service Tax-9.8%-Work Cont-Elec. R&M-Recov		37.36	
					P2P-ST- SBC-0.35-Works Contract-Elec, R&M		1.33	
					P2P-ST- KKC-0.35-Works Contract-Elec, R&M		1.33	
					VAT- 4.50% -Non recoverable-Maharashtra		17.15	
Indus ID		: IN-1124479						
Project No		: R/RL-1529166						
Note To Supplier		:						
Total Value							5,051.48	757.73
Total Order Value							5,809.21	
Total in Words		: Five Thousand Eight Hundred Nine Rupees And Twenty One Paise Only						
Payment Terms		: 100% within 30 days against receipt & acceptance of Goods/Services or receipt of certified invoice whichever is later						
Our CST No		: 27600647578C						
Our TIN No		:						
Our Service Tax No		: AABC17776BST001						
Supplier Note		: IN-1124479 (ENPRSHANKARNGR) - R/RL-1529166 - SO/RL-725454 - PO For Upgradation TSP Work - GBPA - 19030010541 - BPA - - Req. - Deployment - PR -19040001757						
Instruction for Invoice:								
For Service PO:		Ensure that the invoice is submitted to Indus Towers within 5 working days of completion of service as per PO.						
For Goods PO :		Ensure that the invoice is accompanying the goods. The goods delivered against Challan will not be received.						
Acceptance Notification:								
Please return the duplicate copy of this Purchase Order duly signed and stamped in acceptance of all Terms & Conditions here and reverse								
If formal acceptance is not received within 7 days, it will be presumed that you have accepted the order.								
Supplier's Acceptance:		Date:				For Indus Towers Limited		
						This is an electronically approved Order and no signatures required.		
Note: 1. Please quote our PO Number on Invoice and future correspondence 2. Please quote our item code on invoices						Authorized Signatory		
Annexure								
ITI's General Purchasing Terms & Conditions.								
These General Terms & Conditions form an integral part of the Purchase Order (hereafter referred to be the Purchase Order) and unless otherwise separately and in writing agreed upon by the parties, the following condition shall apply in preference to all other conditions.								
1. Abbreviations used in the annexure								
For the purpose of these General Purchasing Terms & Conditions and Purchase Order the following words shall have the meaning hereby assigned to them unless the context would obviously require otherwise.								
'ITL' means Indus Towers Limited having its registered office at "Building No. 10, Tower-A, 4th Floor, DLF Cyber City, Gurgaon - 122 002, Haryana, India.								
'Seller' means a Company which has acknowledged and agreed to supply the goods in accordance to the Purchase Order.								
'Goods' means any components, equipment, machinery, apparatus, materials, including documentation, accessories, tool and spare parts and all work to be executed as specified in the Purchase Order.								
'Purchase Order' means the written Purchase Order from ITL to the Seller for the delivery of goods/services.								
'Services' means all activities (direct or indirect) including co-ordination and execution (other than supply of goods) as mentioned in this Purchase Order.								
'Service Provider' means a Company which has acknowledged for providing the agreed services in accordance to the Purchase Order.								
2. Seller's obligations								
The Seller undertakes to design, manufacture, supply and maintain the goods/services for ITL in accordance with the terms of the said Purchase Order as well as according to the conditions laid down herein. At the consent of ITL with samples of the goods/services for approval by ITL. Goods/Services to be delivered/rendered shall in all respect correspond with duly approved samples unless otherwise stated in writing by ITL.								
3. Documentation								
The seller undertakes to promptly submit free of charge to ITL all documentations in respect of the goods/services as ITL requires in their sole discretion for the application and use of the Goods/services. All such documentation shall be in English.								
4. Confidentiality								
4.1 The seller is responsible for ensuring that information orally or in writing supplied by ITL is not brought to the knowledge of third parties, without written authorization by ITL.								
4.2 Each Party agrees to keep secret and confidential any and all written and/or oral information and/or data (excluding personal data) of any kind including that relating to the terms of this Agreement and the business of the Parties obtained from the other Party pursuant to this Agreement or prior to it through any conversation, meeting, discussion and/or negotiation and to disclose the same only to those of its officers, employees, agents, etc. on a need-to-know basis and only to the extent necessary for each of them to perform such Party's obligations under this Agreement. The oral information shall be reduced in writing within 3 days from the date of disclosure. The obligation of confidentiality shall survive for a period of three years after the expiry of the Agreement or its earlier termination. The Non-Disclosure Agreement signed between the Parties shall form part n and parcel of this agreement. Confidential Information shall also include tools and methodologies to which Service Provider's Resources will have the access for the purpose of providing Services under this Agreement.								
5. Variations								

ITL is always entitled to increase or reduce the quantity of the goods/services to be delivered / rendered, provided that such variations are communicated to the Seller reasonably in advance of the delivery.

6. PO Confirmation

The seller shall send a confirmation copy of the Purchase Order. Incase confirmation copy not received within one (1) week of the date of PO, the same along with all mentioned terms and conditions shall be deemed to be acceptable to the supplier.

7. Freight

In case of delivery Ex-Purchaser's specified locations, freight applicable shall be prepaid by the supplier unless stated otherwise.

8. Supply and time of delivery

The delivery of goods/services shall be effected at the respective dates and as put forth in the Purchase Order. The seller shall take an all risk insurance cover for the goods/services to be delivered / rendered unless otherwise specified. No further charges shall be payable to the seller for transportation, insurance, etc. apart from the price specified in the Purchase Order. In case of any delay in supply of goods/services seller shall pay liquidated damages amounting to 1% for each week of delay, subjected to a maximum 5% of the order value. f the seller delays supply of the goods/services beyond 5 weeks ITL I have the right to terminate the Purchase order and procure the goods/services on risk purchase from third party. In such event ITL shall have he right to deduct the liquidated damages and any amount excess paid under risk purchase from any money payable to the seller or as debt as recoverable. Notwithstanding the above ITL at its sole discretion, due to delay caused by the seller in delivery of the goods/services may postpone the delivery of the goods/services or part thereof without any right to communicate with the seller.

9. Unloading at the site

Unloading of goods/services from the truck at the designated destination shall be done in the presence of purchaser's representative, by the supplier making use of mechanized means such as Fork Lift / Chain pulley/crane and under no circumstances the packing cases would be manually rolled down. All charges payable on this account shall be borne by the supplier.

10. Inspection

ITL or any third party agency nominated by ITL shall have right to conduct the inspection of goods/services, storage & manufacturing facilities, carry out tests in respect of the goods / services at the seller's works, unless applied otherwise in writing, in accordance with requirement of the ITL and at the time by ITL. All costs incurred by ITL of the seller in connection (herewith shall) be borne by each respective party.

OR

ITL the right to inspect the goods/services before and/or at the time of delivery and to reject part or the whole quantity ordered, if the goods/services are found not in accordance with the Purchase order and/or do not meet ITL's quality standards. In such event the seller shall arrange to remove the goods/services and replace them with goods / services of suitable quality.

11. Warranty

The seller warrants that the goods/services will be free from defect in design, function, material and workmanship for a period of 12months from the date of commissioning or 18 months from the date of shipment whichever is earlier.

12. Price & Payment

The price stated are fixed price. The seller shall not be entitled to make invoicing charges or any additional charges not agreed upon by the parties. ITL shall pay the seller in accordance with the terms of payment as stated in the purchase order and as per the terms and conditions, if not otherwise stated under the terms of payment, the payment shall be made as usual on the basis of actual weight or quantity received by us and our records shall be considered final and correct in this regards. Bill shall be sent in duplicate along with challans.

Vendor to raise separate bills for separate purchase orders.

The purchase order number and date and article code of the items must be mentioned on the invoice and delivery challans. If the payment by 'documents through bank has been mutually agreed, all the banking charges shall be on supplier's account. For verification bank advice etc., a copy of bill in advance along with the required documents shall be sent to ITL, if there are demurrage or wharf age, due to late receipt of invoice or any other documents or wrong documents, is incurred the same shall also be to the supplier account.

Confidential

13. Compliance with rules and regulations

The Seller shall be deemed to have complied with all Laws, licenses , environmental regulations, rules and regulations, and standards prescribed by local Government or Semi-Government bodies and shall reimburse and hold ITL harmless for and against any costs, claims, damages, due to non-compliance with any such government bodies and shall reimburse and hold ITL harmless for and against any costs, claims, damages, due to non-compliance with any such requirement.

14. Specifications

The seller shall supply the goods/services in strict compliance and within the tolerances specified in the drawing/specifications supplied by ITL along with the purchase order.

In case of any variations or if the goods/services being not in compliance with the specifications/drawings ITL shall have the right to reject the goods/services with no liability whatsoever on its part.

The seller shall pack the goods/services properly and securely so as to avoid damage under conditions normally prevailing in transportation in India.

15. Payment

ITL shall pay the seller in accordance with the terms of payment as stated in the Purchase order and as per agreed terms and conditions.

16. Taxes

The seller shall unless otherwise specified , be liable to bear all taxes, duties, levies, octroi and cesses that are applicable. The seller shall provide ITL with their Tax (CST/LST/TIN/VAT/ ST/EXCISE) numbers as the case maybe, which shall be stated in the invoice.

17. Force majeure

The performance of either party required by this agreement, any order , shall be extended by reasonable period of time if such performance of respective Party is impeded by an unforeseeable event beyond such party's control, which shall be include but not limited to acts of God, industrial actions , riots, wars , accidents, embargo mutiny or requisition (acts of Government), hereinafter referred to as "Force Majeure". In case of Force Majeure each shall promptly notify and furnish the other party in writing with all relevant information thereto. Should an event of Force Majeure continue for more than (3) months, ITL shall have the right to terminate this agreement and/or any Purchase Orders. In such case ITL shall pay the Seller the price of Goods/services delivered/rendered up to the date of termination

18. Product liability

The seller is liable for and shall compensate any cost, damages, expenses, and losses caused by the Seller or the goods/services which are supplied to ITL or any third party. The seller holds harmless and identifies ITL against any claim which may be brought against any of them regarding costs, damages for which the seller is liable by virtue of the goods / services supplied or otherwise. The seller reimburse and hold ITL harmless for and against any claims, costs, damages ,or losses incurred by ITL due to the goods / services having any third party's individual property rights i.e. patent , registered design, trade mark or copyright.

19. Termination

In case the seller does not fulfill any of the obligations in relation to ITL or becomes insolvent, ITL has the right to terminate the purchase order herewith whereby the seller shall have to compensate ITL for any costs, damages, expenses or losses being the result of such breach of contract and termination.

20. Assignment

The seller shall not assign mortgage or otherwise encumber any of the contractual right or obligations or any part thereof without ITL's prior written communication.

21. Lien

Any goods/services belonging to the seller or any sum of money due and payable to the seller (including security deposit, if any reimbursed to him) may be withheld or refrained by way of tarr by ITL against any claim of ITL in respect of payment on a sum of money arising out of or under the purchase order made by the seller by the ITL. It is agreed that the goods / services or the sum of money withheld or retained under the clause by ITL will be kept withheld or retained as such by ITL as per claim out of the same purchase order or any other purchase order is either mutually settled or determined by an Arbitrator or by the competent court as the case maybe and that the seller shall have no claim for incurred damage on this account or any other ground in respect of any goods/services or sum of money withheld or retained under this claim duly returned as such to seller.

22. Authorized Staff

All variations and/or modifications to the purchase order and all communication, correspondence and notice of any kind to ITL in connection with the purchase order and/or all receipts and acknowledgements of any document addressed to ITL by the seller, shall unless signed or acknowledged as the case maybe by the officer if ITL who has signed the purchase order or his successor in the office or the Head of the concerned department which places the purchase order, shall not be binding on ITL. The signature of the seller or of any other party authorized to act on behalf of the seller, once affixed to these conditions shall be legally binding on the seller regardless of any future disputes to the authenticity of the seller's signature or the authority of such other party to sign on behalf of the seller.

23. Amendments and additions

Amendments and/or additions to the purchase order or with reference to specifications shall be binding upon the parties if the same are in writing and signed by authorized signatories of both parties.

24. Special conditions

Special conditions, if any, appearing in the purchase orders shall override the General Terms and Conditions, in case of any conflict.

25. Disputes and governing law

Purchase order concluded under these terms and conditions shall be governed by and construed in accordance with the laws of India. The parties shall make every effort to settle amicable negotiations any difference which may occur between them in connection with this agreement or any order. If the parties fail to reach such an amicable settlement either party may refer such differences to arbitration as provided below. All disputes differences or questions between the parties with respect to any matter arising out of or relating to the contract shall be finally settled under Rules of Conciliation and Arbitration Act as amended in India by agreed number of arbitrators appointed in accordance with the said rules. All arbitration proceedings shall be held in Gurgaon and same shall be the subject to jurisdiction of Courts in Gurgaon. All the proceedings shall be conducted in English Language. All awards may if necessary be enforced by any court having jurisdiction in the same manner as a judgment in such court.

26. General

Vendor to ensure compliance of all the detailed terms and conditions as specified wherever there are specific legal contracts executed between Indus and Vendor organizations, and there are common clauses/points what is stated in the Agreement will supersede the terms and conditions mentioned in this document. Vendor to ensure that ITL is considered as preferred vendor, as far as price per unit is considered and ensure we are charged always with the lowest prevailing prices per unit.

27. Right to Audit & Its Procedure

27.1. During the existence of this Purchase Order (PO), and for a period of six months thereafter, ITL reserves the right to audit and inspect, at its sole expense, Seller's books of accounts, systems and processes and other relevant documents and data of Seller either by their own personnel or through an appointed representative/ professional organization under the authority and guidance of the ITL Corporate Audit Group("The Auditor") The scope of this audit will be limited to transactions emanating from and relating to the terms of the PO and will cover all ITL related information and documents maintained by Seller organization.In particular, the scope will encompass all data and information related to PO and the systems that are the source of this data and information. In addition, for this purpose, the audit scope will extend to any and all locations where this information and documents are maintained /stored, either in paper or electronic form.

27.2.The Auditor will have the right to enter the official premises during normal business hours (and in times of special urgency even outside business hours) and have unrestricted access to all the documents/ details/ systems that have a bearing on the performance under the PO. Seller will provide all the support and assistance required by the Auditor for this purpose including availability of personnel to answer/ clarify any issue related to such audit. Senior management from your organization will intervene immediately where designated personnel are not providing the required information.

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27.3. The findings of the audits may be shared with the Seller and action plans will be sought from the Seller to rectify the material deficiencies and other Issues identified. Any audit recommendations and actions resulting there from will be binding on the Seller in so far as they relate to the transactions with ITL under this PO. Audit observations from above mentioned reviews may be shared at the sole discretion of CAG with:

- a) The statutory auditors of the ITL;
 - b) Board of Directors of the ITL or Audit Committee of the Board of Directors of ITL.
- Details of audit findings shall not be shared outside ITL without the express consent of the Seller.

28. Information Security Policies of ITL.

Seller shall adhere to the policies and procedures with respect to Information Security as may be formulated by ITL from time to time.

29. Intellectual Property Rights

29.1 ITL & Seller hereto acknowledge their respective intellectual property rights (IPRs) and it is hereby agreed and confirmed by the parties hereto that each Party shall respect the IPRs of the other Party. The Parties hereto shall ensure that respective IPRs of the Parties hereto shall not be used, or caused to be used, directly or indirectly, without the written permission of the other Party concerned.

29.2 This Agreement does not transfer from Service Provider to Indus any Service Provider technology and all right, title and interest in and to Service Provider technology hall remain solely with Service Provider. Except for the rights expressly granted herein, this Agreement does not transfer from Indus to Service Provider any Indus technology and tools and all right, title and interest in and to Indus technology and tools and the products and reports derived there from shall remain solely with Indus. The Service Provider and Indus each agree that it shall not directly or indirectly attempt to violate intellectual property rights of the other in any manner under any circumstances.

29.3 Either Party shall protect Intellectual Property Rights (IPRs) of the other and shall notify as soon as practicable of any infringement or alleged infringement of intellectual property by any unauthorized person which the other Party may be aware of in order to remedy the same in the best possible manner.

29.4 Indus agrees that if, in the course of Service Provider performing the Services, it is necessary for Service Provider to access Indus equipment and use Indus technology, tools and data, Service Provider is hereby granted and shall have a non-exclusive, royalty-free license, during the term of this agreement, to use Indus technology, tools and data solely for the purposes of delivering the Services to Indus. The Service Provider shall have no right to use Indus equipment, technology, tools and data for any purpose other than providing the Services under this Agreement.

30. Background Check and Relation.