

# Purchase Order

**Partner Name & Address**  
**EXCEL TELESonic INDIA PRIVATE LIMITED**  
(Partner Code: 632607)  
**PAN Number** : AACCE9168J  
**GST Number** : 27AACCE9168J1Z6  
909,  
Raheja Center,  
Nariman Point,  
Mumbai, Maharashtra 400021  
India  
() 9773410449  
Contact Person : KUSH TRIVEDI  
Email : accounts@bombaygas.com

**BHARTI AIRTEL LTD.**  
  
Bharti Airtel Limited  
Interface, 5th Floor,Building  
No.7, Link  
Road,Mumbai, 400064 IN  
Mumbai India 400064  
[www.airtel.in](http://www.airtel.in)  
  
  
**12150857**

PO No.	:	<b>BAL-TNG-NLD--Maharashtra/PUR/10004641</b>	
PO Type	:	STANDARD	Rev No. : 0
PO Date	:	22-MAR-25	Rev Date :
Currency	:	Indian Rupee	Effective : 22-MAR-25
			From Date
			Effective To : 22-MAR-26
			Date

Contract No.  
Internal Ref No : -1-Business/156/205663

GST No. 27AAACB2894G1ZN  
ISD No.

<b>Ship To</b> BHARTI AIRTEL LIMITED M2, Mirkute Patil Warehousing & Industrial Park, constructed on survey no. 33/7/A, 39/5/B and 39/5/A of Kurund Village, Mumbai Nashik National Highway, Before Padgha Toll Naka, Taluka Bhiwandi, District Thane, Maharashtra , 421101 IN	<b>Bill To</b> Bharti Airtel Limited Interface, 5th Floor,Building No.7, Link Road,Mumbai, 400064 IN Mumbai, MH 400064 IN
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**Total Purchase Order Value** : 32495194  
**Total Purchase Order Value (In Words)** : THIRTY-TWO MILLION FOUR HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED NINETY-FOUR (INR)

We are pleased to release the order for the following Items (Goods/Services) subject to terms and conditions mentioned herein and overleaf.

S.No	Item / Item Description	Need By/ Activity End Date	Qty	UOM	Unit Price	Line Total
1	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites MUM/Route/104 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	190	Meter	16490	3133100
CGST_9%_TNG-NLD_0_Maharashtra						281979
SGST_9%_TNG-NLD_0_Maharashtra						281979

**Purchase Order Continuation Sheet**

**PO No: BAL-TNG-NLD--Maharashtra/PUR/10004641**

**Partner Name: EXCEL TELESonic INDIA PRIVATE LIMITED**

		<b>Total Line Value</b>				<b>3697058</b>
2	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites MA1059 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	80	Meter	16490	1319200
		CGST_9%_TNG-NLD_0_Maharashtra				118728
		SGST_9%_TNG-NLD_0_Maharashtra				118728
		<b>Total Line Value</b>				<b>1556656</b>
3	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites MUM/Route/103 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	190	Meter	16490	3133100
		CGST_9%_TNG-NLD_0_Maharashtra				281979
		SGST_9%_TNG-NLD_0_Maharashtra				281979
		<b>Total Line Value</b>				<b>3697058</b>
4	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites 3054 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	30	Meter	16490	494700
		CGST_9%_TNG-NLD_0_Maharashtra				44523
		SGST_9%_TNG-NLD_0_Maharashtra				44523
		<b>Total Line Value</b>				<b>583746</b>

# **Purchase Order Continuation Sheet**

**PO No: BAL-TNG-NLD--Maharashtra/PUR/10004641**

**Partner Name: EXCEL TELESONIC INDIA PRIVATE LIMITED**

5	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites MA1885 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	40	Meter	16490	659600
		CGST_9%_TNG-NLD_0_Maharashtra				59364
		SGST_9%_TNG-NLD_0_Maharashtra				59364
		<b>Total Line Value</b>				<b>778328</b>
6	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites 5055 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	10	Meter	16490	164900
		CGST_9%_TNG-NLD_0_Maharashtra				14841
		SGST_9%_TNG-NLD_0_Maharashtra				14841
		<b>Total Line Value</b>				<b>194582</b>
7	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites MA6295 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	30	Meter	16490	494700
		CGST_9%_TNG-NLD_0_Maharashtra				44523
		SGST_9%_TNG-NLD_0_Maharashtra				44523
		<b>Total Line Value</b>				<b>583746</b>

**Purchase Order Continuation Sheet**

**PO No: BAL-TNG-NLD--Maharashtra/PUR/10004641**

**Partner Name: EXCEL TELESonic INDIA PRIVATE LIMITED**

8	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites 4859 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	50	Meter	16490	824500
		CGST_9%_TNG-NLD_0_Maharashtra				74205
		SGST_9%_TNG-NLD_0_Maharashtra				74205
		<b>Total Line Value</b>				<b>972910</b>
9	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites 5029 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	70	Meter	16490	1154300
		CGST_9%_TNG-NLD_0_Maharashtra				103887
		SGST_9%_TNG-NLD_0_Maharashtra				103887
		<b>Total Line Value</b>				<b>1362074</b>
10	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites 5451 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	120	Meter	16490	1978800
		CGST_9%_TNG-NLD_0_Maharashtra				178092
		SGST_9%_TNG-NLD_0_Maharashtra				178092
		<b>Total Line Value</b>				<b>2334984</b>

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**PO No: BAL-TNG-NLD--Maharashtra/PUR/10004641**

**Partner Name: EXCEL TELESONIC INDIA PRIVATE LIMITED**

11	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites MUM/Route/131 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	200	Meter	16490	3298000
		CGST_9%_TNG-NLD_0_Maharashtra				296820
		SGST_9%_TNG-NLD_0_Maharashtra				296820
		<b>Total Line Value</b>				<b>3891640</b>
12	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites MA6540 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	270	Meter	16490	4452300
		CGST_9%_TNG-NLD_0_Maharashtra				400707
		SGST_9%_TNG-NLD_0_Maharashtra				400707
		<b>Total Line Value</b>				<b>5253714</b>
13	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites 5256 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	150	Meter	16490	2473500
		CGST_9%_TNG-NLD_0_Maharashtra				222615
		SGST_9%_TNG-NLD_0_Maharashtra				222615
		<b>Total Line Value</b>				<b>2918730</b>

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**PO No: BAL-TNG-NLD--Maharashtra/PUR/10004641**

**Partner Name: EXCEL TELESONIC INDIA PRIVATE LIMITED**

14	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites 2763 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	50	Meter	16490	824500
		CGST_9%_TNG-NLD_0_Maharashtra				74205
		SGST_9%_TNG-NLD_0_Maharashtra				74205
		<b>Total Line Value</b>				<b>972910</b>
15	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites 4847 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	10	Meter	16490	164900
		CGST_9%_TNG-NLD_0_Maharashtra				14841
		SGST_9%_TNG-NLD_0_Maharashtra				14841
		<b>Total Line Value</b>				<b>194582</b>
16	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites MB3135 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	130	Meter	16490	2143700
		CGST_9%_TNG-NLD_0_Maharashtra				192933
		SGST_9%_TNG-NLD_0_Maharashtra				192933
		<b>Total Line Value</b>				<b>2529566</b>

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PO No: BAL-TNG-NLD--Maharashtra/PUR/10004641

Partner Name: EXCEL TELESONIC INDIA PRIVATE LIMITED

17	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites MA4226 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	20	Meter	16490	329800
						CGST_9%_TNG-NLD_0_Maharashtra
						29682
						SGST_9%_TNG-NLD_0_Maharashtra
						29682
						<b>Total Line Value</b>
						<b>389164</b>
18	B0STDDSS1 - Trenching and Ducting services,Type:Trenching & Digging,Scope:Per Site,Details:OFC laying, Trenching & digging of Last mile work for Mumbai Intracity Project on Co-Built Model - For LM POPs and Fibmax sites 4981 Chapter Heading: 998734 HSN Number : SAC Number : 998734 This line Reference GBPA No : - 100016	18-MAY-25 (19-MAR-27)	30	Meter	16490	494700
						CGST_9%_TNG-NLD_0_Maharashtra
						44523
						SGST_9%_TNG-NLD_0_Maharashtra
						44523
						<b>Total Line Value</b>
						<b>583746</b>
<b>Total PO Value: 32495194</b>						
<b>Total PO Value (In Words): THIRTY-TWO MILLION FOUR HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED NINETY-FOUR (INR)</b>						

## Special Instructions:

- Partner will raise correct and commercially acceptable invoices along with relevant supporting documents. 2. Partner shall ensure that the invoices are compliant with applicable tax and other laws. 3. Any tax related losses such as denial of Input Tax Credit accruing to Airtel due to non-compliance or other reasons attributable to the partner, shall be charged to the partner. 4. Shipped from and shipped to addresses with the state and GST registration number must be clearly mentioned on Invoice. 5. Transporter copy of Invoice and original Invoice to be sent to ship to addresses mentioned and one copy to warehouse. 6. The GST Invoice must be companied by e-way bill generated by GSTN. 7. Material will not be accepted unless PO No. is mentioned on the bill. 8. Kindly send your PAN No. / Form 60.(It is not valid for vendors outside India) and request letter along with the bill, in absence of which no payment would be made (Copy of Form 60 and request letter with Purchase Department). 9. This order is subject to the General terms & conditions, special terms & condition (if any) or other instructions (if any) attached herewith unless otherwise modified. 10. Please return a copy of this order duly signed and stamped by you as a token of acceptance of this order with all terms & conditions. In case of non-receipt of acceptance within 7 days from the date of PO, it will be deemed as accepted. 11. Any supplies against this PO would be deemed as acceptance of all terms and conditions of this PO. 12. For any correspondence please mention the PO number as reference. 13. Invoices will not be accepted without the PO No.
- Need by Date Significance = Partner is expected to complete the services/deliver the material by this date.
- Activity Start Date Significance = Partner is expected to start the services/start delivering the material on this date.
- Activity End Date Significance = Signifies the date before which the supply or the service should be completed by the supplier. This date reference is used for closure of the purchase order.
- Effective From Date (Header) Significance = The date on which the PO is being created.  
Effective To Date (Header) Significance = The PO is valid till this date.

**Purchase Order Continuation Sheet****PO No: BAL-TNG-NLD--Maharashtra/PUR/10004641****Partner Name: EXCEL TELESonic INDIA PRIVATE LIMITED****Terms & Conditions:**

Price Basis : INCLUSIVE

Warranty Terms :

Payment terms : 100% payment within 30 days after receipt of Material or Services and Invoice, whichever is later.

Installation &amp; Com :

Dispatch Mode : INCLUSIVE

Freight Insurance &amp; P&amp;F :

Liquidated Damage :

AMC :

Note to Vendor :

Buyer Name : S Sampat Khot

**Annexure Enclosed:**

- \* General Terms & Conditions
- \* Partner Portal Info

**BHARTI AIRTEL LTD.**

Date:

**Status- Approved**



## Purchase Order Continuation Sheet

PO No: BAL-TNG-NLD--Maharashtra/PUR/10004641

Partner Name: EXCEL TELESonic INDIA PRIVATE LIMITED

### Annexure: General Terms & Conditions

Bharti Airtel Limited ("**Company**") hereby appoints you ("**Partner**") on a non-exclusive, principal to principal basis on the terms and conditions stated hereinafter ("**Purchase Order Terms and Conditions**") for the order placed by Company ("**Purchase Order**") upon Partner for supply of materials, items, equipment's ("**Product(s)**") and/or perform the services ("**Services**") as per the requirement of the Company in accordance to respective terms of the Products or Services specified herein. Partner represents it is adequately experienced, qualified, equipped, structured and financed to provide the Product and/or Services which shall be fit for the purpose(s) and the requirement of Company.

Within these terms and conditions Company and Partner are hereinafter referred individually as "**Party**" and collectively as "**Parties**" as the case may be.

#### A. Prices and Delivery Schedule:

- i. The confirmation of this Purchase Order shall be in writing within 7 (seven) days from the date of placing the order or such Purchase Order will be deemed accepted. The Company shall be at liberty to cancel the Purchase Order within seven (7) days with or without any reason, without incurring any liability whatsoever.
- ii. The Company shall not be liable and/or responsible for any Purchase Order placed by unauthorized persons of the Company.
- iii. Prices, terms and conditions mentioned in the Purchase Order will be treated as firm and cannot be changed, altered or modified. After the acceptance of the Purchase Order, no changes shall be made without an amendment. Any modifications to these terms and conditions shall be in writing and at sole discretion of Company.
- iv. It is clearly understood between the Parties that time is the essence of this Purchase Order. Therefore, all the Products and/or Services in this Purchase Order should be delivered as per the directions specified in the Purchase Order within the time specified therein, and/or as communicated by the Company vide separate delivery schedule. The non-delivery of the Product and/or Services under specified time shall be construed as a breach of material obligation by the Partner. For delays exceeding fifteen (15) calendar days, Company shall have the option to terminate the Purchase Order in part or full thereof.
- v. Partner will maintain product liability, professional liability, errors and omission, general liability, workmen compensation, and other insurances required under applicable law, or usually maintained as per best industry practices. Such insurance will cover liability arising from any accidents or injuries suffered by the Partner personnel or representative, if any while at Company premises.
- vi. The Partner shall inform the Company promptly in writing of likelihood of any event or circumstances which may render it difficult for the Partner to fulfill its obligation under this Purchase Order. The Partner shall also inform the specific steps being taken by it to mitigate such issue and timeframe for resolution. Such written intimation shall however not absolve Partner towards its obligation stated in this Purchase Order.
- vii. If the obligation of the Partner under this Purchase Order is not fulfilled within the specified time period, it may be treated as cancelled. In such an event, the Company may procure the Product and/or Services from the open market at the Partner's risk and cost. The Partner shall make good the loss or damages suffered by the Company.
- viii. The Company reserves the right to have their representative monitor Partner's production process, testing facilities, access to workshops where the ordered components are being produced and to inspect the ordered components in its premises.
- ix. Partner may, after written consent from the Company sub-contract the production of any part of the order and give to the sub-contractor such information as is necessary for the purpose. The subcontractor shall be bound by the confidentiality clause as set out in this Purchase Order. The Partner shall remain directly liable and responsible to the Company for the performance, acts and omissions of the subcontractors.
- x. Partner shall maintain the records of production and quality control activities. They shall maintain a batch code and it shall be provided on each product, wherever practicable.
- xi. Partner shall immediately take countermeasures whenever a quality problem is reported and shall inform Company in the prescribed time.
- xii. In case of conflict between the terms of this Purchase Order or the General Terms as the case it may be, the terms of the General Terms shall prevail.

#### B. Payments:

- i. Payments as per the mutually agreed terms in the Purchase Order shall be released within the specified time period as communicated separately only for the Products & Services accepted by the Company and will be subjected to applicable withholding taxes.
- ii. Company declines all responsibility for payment where proof of delivery cannot be provided satisfactorily by the Partner.
- iii. Company will have a reasonable period after delivery or performance within which it can inspect and accept the Product and/or Services. The receipt of Product and/or Services, the inspection or non-inspection of or payment for the Product and/or Services, will not constitute acceptance of the Product and/or Services and will not impair Company's right to: (i) reject nonconforming Product and/or Services, (ii) recover damages and/or (iii) exercise any other remedies to which Company may be entitled. Further, acceptance of Product and/or Services will not waive any rights or remedies accruing to Company as a result of any breach of the Purchase Order.
- iv. All Products shall be subject to inspection and testing by the Company at the premises or on field as determined by the Company and shall be conclusive. Company reserves the right to reject any Product which contains defective material, quality and workmanship and withhold payment for such defective Product(s). The rejected Products shall be removed promptly by the Partner at their expense. However, the Company may elect to retain rejected Products and remedy any defects. Partner hereby agrees that the cost of effecting such remedy shall be deducted from the payment due to Partner under this Purchase Order.

## Purchase Order Continuation Sheet

PO No: BAL-TNG-NLD--Maharashtra/PUR/10004641

Partner Name: EXCEL TELESONIC INDIA PRIVATE LIMITED

- v. The Company reserves the right to reject the Product(s) if further defects are noticed and/or there is a deficiency in Service and even if in the first instance the Product(s) and/or Service has been accepted by the Company and is paid for. The Company's decision about such rejections at whatever time made shall be final and binding upon the Partner and Partner shall promptly make full refund for any fees paid for such rejected Products and/or deficient Service.
- vi. If the Products and/or Services are not approved by the Company for any reason whatsoever the Company shall not be liable to pay any sum on account of such Products and/or Services.
- vii. The Company reserves the right to cancel or amend the order or any part thereof for the following reasons (a) irregularities or delay in supply of Products and/or performance of Service (b) defective Product (c) escalation in prices (d) if the Partner fails to fulfill his obligation as per the Purchase Order without assigning any reason. The Company's decision shall be final in disputes arising out of Purchase orders. Partner acknowledges that any money due to the Company either as damages or under any other order may be adjusted when settling payments against this Purchase Order.
- viii. The Company assumes no obligations to Products delivered in excess of those specifically ordered or Services performed otherwise as specifically ordered. Purchase Order number should be stated on the challan and invoice as otherwise Product will not deemed to be accepted.
- ix. The commercially acceptable invoice must be submitted in duplicate to the Company's respective office. Purchase order number, date and Partner's delivery note no. must appear on the invoice. The invoice not fulfilling this requirement will be returned.
- x. The GST copy of the invoice "Duplicate copy for Transporter" must be sent along with the consignment. Payment would not be released for the excise duty paid amount by Partner if this copy is not received by the Company.
- xi. E-way bill (wherever applicable) and Tax invoice is mandatory for supply of Product to Company.
- xii. It shall be the sole responsibility of the Partner to obtain the road permits (as applicable) in advance from the supply chain department of the respective circle. In case the dispatch is made by any Partner against a Purchase Order without obtaining a valid road permit in advance, then the entire penalties / fines etc. shall be debited to Partner by the Company from the outstanding amount of the Partner. For any legal proceedings in this regard, the Partner shall be solely responsible to settle the same in the time frame as defined by Govt. / law of the land.
- xiii. The Company may set off or deduct any sums (including any liquidated damages) payable by Partner to Company under this Purchase Order against any payment due to Partner under this Purchase Order or any other order.

### C. Warranty and Replacement parts:

- i. Purchase Order acceptance by the Partner also implies that the Products or parts are warranted against defects of design, manufacture, assembly or operation and against all defects in material and workmanship. If Partner and/or Company discovers a defect in Products or parts, Partner shall promptly replace such defective Product at no additional cost to Company.
- ii. In addition, the Partner shall guarantee ten (10) years availability of the essential spare parts/replacement parts needed to maintain & repair the Products and the same shall be available for purchase by Company at a reasonable price. The Company acknowledges that such replacement parts, may not be exactly the same throughout the above-mentioned period, but the Partner shall ensure that the form, fit & function shall be such that the replacement parts can continue to be used by the Company as if the original parts had been available and further that the same are compatible with the Product supplied under this Purchase Order.
- iii. Partner expressly warrants that all Products and/or Services will conform at all times to specifications, drawings, samples or other description furnished by the Company. Partner expressly warrants that all Products and/or Services will be merchantable, of good quality, suitable in all respects for the purposes required by this Purchase Order and workmanship and free from defect. The Partner is lawfully entitled to supply, sale and deliver the Products or Services as per the Purchase Order and use or sale of Product delivered hereunder shall not infringe any patent, trademark or other intellectual property of any third party.

### D. Audit:

Company will have the right to audit and inspect the records and facilities of Partner and its subcontractors used in performance of the Purchase Order or relating to the Products or Services to the extent reasonably necessary to determine Partner's compliance with the Purchase Order. Partner will provide Company or its third-party designee conducting the audit or inspection with reasonable assistance, including without limitation access to buildings, appropriate personnel, documents, systems and workspace.

### E. Indemnity:

Partner shall fully indemnify and hold harmless the Company, its affiliates and their customers, officers, directors, and employees (all referred to in this clause as "Company") from and against any losses, damages, liabilities, interests, actions, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest; (2) failure of the Products or Services supplied to meet specifications or warranties; (3) any breach by Partner of any term or condition contained in this Purchase Order; (5) violation of applicable laws; (6) alleged defect in the products or due to the Products thereof being alleged to not adhere to any standard or quality set out herein or under any applicable laws; (7) gross negligence and intentional misconduct and (8) injuries or death to persons or damage to property in any way arising out of or caused by Product(s) delivered or Services performed by Partner or persons furnished by Partner. Such indemnification shall survive the expiration or termination of this Purchase Order.

### F. Liability:

Notwithstanding any provision to the contrary herein contained, in no event and under no circumstances shall Company be liable to Partner for damages for loss of profits, loss of business, loss of revenues, loss of (anticipated) savings, loss of time or for consequential, indirect, special or punitive damages, arising out of or in connection with the appointment and/or the terms and conditions hereof, irrespective whether such claims for such damages be based on contract, tort or otherwise at law and whether or not Company has been previously advised of the possibility of such damages. The maximum aggregate liability of Company under this Purchase Order, whether arising under contract (including fundamental breach), tort (including negligence), under an indemnity, under

## Purchase Order Continuation Sheet

PO No: BAL-TNG-NLD--Maharashtra/PUR/10004641

Partner Name: EXCEL TELESonic INDIA PRIVATE LIMITED

statute or any other legal theory, will not exceed the value of any undisputed unpaid amounts under this Purchase Order.

### G. Intellectual Property Rights:

- i. Partner owns all right, title, and interest, including all related Intellectual Property Rights, licenses, authorizations and permissions in and to the Products and the Services and agrees to protect the Company against all damages and expenses resulting from any claims arising out of patent/trademark/copyright or any other intellectual property rights infringement arising out of purchase of Products and/or provision of Services included in this Purchase Order.
- ii. Partner acknowledges that Company will exclusively and unconditionally own all right, title and interest, including all IPRs, in the Bespoke IPR, if any. Partner irrevocably and unconditionally assigns all rights, title and interest in the Bespoke IPR to Company on a royalty-free basis, throughout the world and in perpetuity, for the consideration set out in this Purchase Order.

Bespoke IPR means all materials and works ordered or commissioned by Company, and developed by the Partner or its sub-contractors specifically for Company and will include customized codes and the solution.

### H. Confidentiality and Publicity:

- i. All intellectual property & information furnished or made available by Company to Partner is the exclusive property of the Company. All such intellectual property and information shall be used by Partner only in connection with the performance of its obligations under this Purchase Order and the Partner shall keep confidential & shall not disclose the same to any other party at any time during the tenure of this Purchase Order and three (3) years after its termination, except where necessary to disclose the same to its employee or its subcontractors, for the purpose solely related to performance of their obligation for the company and Partner shall take such steps as may be reasonably required to cause its employees or subcontractors to safeguard the confidentiality of such information, unless disclosure in confidence to a governmental agency is required by applicable law or governmental regulation or order.
- ii. The foregoing restrictions on disclosure & use will not apply to:
  - a. information which is or becomes generally known or available through no act or failure to act by Partners / its sub-contractors
  - b. information which is, proved by written records as already known by Partners / its subcontractors at the time of receipt.
- iii. Partner shall not, without Company's prior written consent, engage in publicity related to this Purchase Order, or make public use of any Identification in any circumstances related to this Purchase Order. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of company or its affiliates. Partner shall remove or obliterate any Identification prior to any use or disposition of any material rejected or not purchased by Company.
- iv. Upon the Company's written request, "Insignia", including certain trademarks, trade names, insignia, symbols, decorative designs, or packaging designs of Company, will be properly affixed by Partner. Such Insignia will not be affixed, used, or otherwise displayed on the material furnished or in connection therewith without written approval of the Company. The Company must approve the way such Insignia will be affixed in writing in accordance with standards established by the Company. The Company shall retain all rights, title and interest in any and all designs, finished artwork, and separations furnished to Partner.
- v. Personal Data, defined as any information relating to an identified or identifiable natural person, shall be considered Confidential Information of the Company and afforded all of the protections set forth in this Purchase Order Terms and Conditions and in accordance with Digital Personal Data Protection Act, 2023. In addition to and without limiting the terms generally applicable to Confidential Information, Partner agrees that it may process, apply, view and use Personal Data only to the extent necessary to fulfil its obligation under this Purchase Order. The Partner shall not transfer or otherwise allow the use of Personal Data of the Company unless expressly instructed or authorized by the Company. Partner shall comply with applicable laws and best practices relating to data privacy and data security.

### I. Force Majeure:

- i. Neither Partner nor Company shall be held responsible for any delay or failure in performance of any part of this Purchase Order to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, beyond its control and without the fault or negligence of the delayed or non-performing party or its subcontractors. Partner's liability for loss or damage to Company's material in Partner's possession or control shall not be modified by this clause.
- ii. If any Force Majeure Event affects the performance of obligations Partner, then Partner will make all commercially reasonable efforts to mitigate the effect of the Force Majeure event.
- iii. In the event such delay or non-performance continues for a period of at least thirty (30) days, the Company party may terminate, at no charge, this Purchase Order by giving notice to that effect.

### J. Termination:

- i. Company, upon its election, and in addition to any other legal remedies that it may have, cancel and terminate this Purchase Order without compensation, if the breach is not remedied by the Partner with in thirty (30) days after the notice requiring the same to be remedied is given to Partner by any means of communication.
- ii. Company may terminate this Purchase Order, for convenience, by providing written notice to Partner.
- iii. Company may terminate this Purchase Order with immediate effect, upon Partner's filing or institution of bankruptcy proceedings or if the Partner is declared insolvent by a court of competent jurisdiction or an appropriate or upon assignment of a substantial portion of the assets for the benefit of its creditors by the Partner.

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- iv. The provisions of this Purchase Order which, by their terms, require performance after the termination or expiration or have application to events that may occur after the termination or expiration of this Purchase Order, will survive the termination or expiration of this Purchase Order. All indemnity obligations and indemnification procedures will survive the termination or expiration of this Purchase Order.
- v. After termination or expiration of this Purchase Order the Company shall have the right to demand the return of any or all of the technical information furnished by the Company to the Partner. Partner shall immediately cease to use the technical information for any purpose whatsoever.

### K. Notices:

Any notice, report, request or demand to be given hereunder or under any statute shall be in writing in English language and may be provided by delivery from hand to hand, by mail or by courier service, by facsimile to the respective parties or to such other address of a Party as that Party may notify the other one from time to time. Any notice given as aforesaid shall be considered as received by the other Party after delivery and shall be considered as received in case of (i) delivery from hand to hand: when being delivered; or (ii) courier service: on the fifth business day following date of dispatch; or (iii) facsimile: upon confirmation of receipt in writing.

### L. Arbitration:

Any differences or disputes arising out of or in connection with this Purchase Order shall be settled by an amicable effort on the part of both Parties. If the attempt at settlement has failed, the disputes or differences arising out of or in connection with the Purchase Order shall be finally settled in accordance with the Indian Arbitration and Conciliation Act 1996 (Act) as amended from time to time by a sole arbitrator mutually appointed by both the Parties. The decision of arbitrators shall be final and binding on each of the Parties hereto. The seat and place of arbitration will be New Delhi. The language of arbitration will be English. When any dispute is under arbitration, except for the matter under dispute the parties shall continue to exercise their remaining respective obligations under this Purchase Order.

### M. Compliance with Airtel Policies:

Partner shall comply with the most current Code of Conduct which includes complying with the human rights policies, [https://www.airtel.in/partnerworld/Business\\_Code\\_of\\_conduct](https://www.airtel.in/partnerworld/Business_Code_of_conduct), Bharti Information Security and Privacy Policy at <https://assets.airtel.in/static-assets/cms/Information-Security-and-Privacy-at-Airtel.pdf> and such other policies and procedures of the Company as notified from time to time while performing its obligations under the Purchase Order.

### N. Carbon Emission

Partner shall fully make efforts to reduce net carbon emission through energy efficiency, usage of renewable sources of energy, carbon offsetting, supply chain management etc. If requested by Airtel, Partner shall promptly provide the information related to carbon emission released in manufacturing and delivery of Products/Services to Airtel.

### O. Health & Safety

Partner agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or health hazard. Further, Partner shall ensure adherence to the policies/procedures communicated by Airtel from time to time which includes the commitment to comply with all applicable laws and regulations. Partner shall provide its employees and contractors with mutually-acceptable orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. Partner agrees to bear all costs for employees and contractors attending such orientations and training.

### P. Governing Law:

This Purchase Order shall be governed by and construed in accordance with the laws of India, excluding any conflict of law provision that would require the application of laws of any other jurisdiction. The courts in New Delhi shall have exclusive jurisdiction.

### Q. Severability.

If any provision of the Purchase Order is held by any court to be invalid, illegal or unenforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions, or any part thereof, of the Purchase Order, all of which will remain in full force and effect.

### R. Waiver

No failure to exercise or any delay in exercising any right, power or remedy by the Company under this Purchase Order will operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy of the Company.

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### Annexure: Partner Portal Info

#### 1 What is Bharti Airtel Supplier Portal?

1.1 Overview: Bharti Airtel Supplier Portal enables secure, self-service business transactions between companies and their suppliers. It provides suppliers with the ability to use a standard Web browser to directly manage business transactions and access secure information. As a supplier using Oracle iSupplier Portal, you can view and acknowledge purchase orders, submit change requests, create advance shipment notices, view receipts, view inventory levels, view invoices, and view payments.

1.2 Basic Business Needs: Bharti Airtel Supplier Portal enables a buying company to communicate key procure-to-pay information with suppliers. It provides a collaborative platform for a buyer to manage relationships with their global supply base. With Bharti Airtel Supplier Portal:

Supplier Profile Management.

#### Navigation: Login -> Select responsibility 'Supplier Profile Manager'

Supplier Profile Management enables you to manage key profile details used to establish or maintain a business relationship with the buying company. This profile information includes address information, names of main contacts, business classifications, banking details, and category information about the goods and services you are able to provide to the buyer. Buyer administrators will review the details you provide and use them to update the appropriate records in the buyer's purchasing transaction system.

#### 1. Purchase Order Collaboration

#### Navigation: Login -> Select responsibility 'India Local iSupplier'

Using purchase order information, you can acknowledge purchase orders, make change requests to purchase orders, split shipments, or cancel orders. You can also view supplier agreements and the revision history of a purchasing document Purchase Order Collaboration

#### 2. Shipment Information

#### Navigation : Login -> Select 'India Local iSupplier' responsibility -> Shipments Tab

Supplier Portal enables you to view your existing shipments. Using your shipments you can create or cancel advance shipment notices. The system enables you to view other shipment information such as delivery schedules. Using shipping features, you can alert the buyer to upcoming shipments and expedite receipts and payments for the buying company. Shipping information details all of your shipping transactions on Supplier Portal. You can create or cancel shipment notices as well as view shipment delivery schedules and overdue shipment receipts.

#### 3. Invoices and Payments

#### Navigation: Login -> Select 'India Local iSupplier' -> Accounts Tab -> Create Invoices sub tab

Submitting Invoices: You can submit an invoice online to the buying company based on the purchase order lines you have fulfilled. You need to only identify those items shipped and enter a quantity. You can invoice against open, approved, standard, or blanket purchase orders that are not fully billed. You can enter a credit memo against a fully billed purchase order (use negative quantity amounts to enter a credit memo), as well as invoice against multiple purchase orders. However, the currency and organization of all items on an invoice must be the same. The organization is the entity within the buyer's company that you are invoicing. You can also partially complete an invoice, save it, and submit it later. After you submit an invoice, you cannot change the invoice. If you need to make adjustments to a submitted invoice, you can create a credit memo against the same purchase order items to net out the invoice charges. The purchase order will then be available for a new invoice. Viewing Payment Information : Payment inquiry enables you to view the history of all the payments to your invoices completed by the buying company. You can search using various search criteria, including: 1. Payment number, 2. Payment date, 3. Purchase order number, 4. Packing slip identifier

Note: If you submitted your invoice online, there may be a delay before you can review it because the Accounts Payable department needs to process it first.

Payments - Select a payment link and the Payment Detail page displays and enables you to view the details of the payment or select the invoices included in the payment. Invoices - Select an invoice link and the Payments page displays. There can be one or more invoice lines in the list depending on how many invoices were included in the payment. If you then select a specific invoice, the Invoice Summary page displays the details of that particular invoice.

#### 4. Document Exchange

#### Navigation -> Login -> India Local iSupplier responsibility -> Document Exchange Tab

This facility helps to share documents with Bharti through the supplier portal. This ensures that the portal is the common repository for all such shared documents managed between supplier organization and Bharti. Uploading Documents:

To upload documents to Bharti: 1. Click on the Upload New Document button, 2.Fill in the category and the document details and submit.

#### 5. Grievances

#### Navigation -> Login -> India Local iSupplier responsibility -> Grievances Tab

Bharti Airtel Belives that ethics and appropriate conduct are prerequisites for success, irrespective of the field of business in which one is engaged, or the country in which one operates. With an increasing number of suppliers, it is imperative that all supplier grievances are addressed as soon as possible. Through the grievances page on the portal, supplier user can raise grievances with Bharti Airtel. **Logging a grievance:** Supplier users can log the grievance on the supplier portal. These will be assigned to Bharti SCM employees who will ensure that the grievance is addressed and closed. Grievance request has a single open ,close cycle.