



BHARTI INFRA TEL LIMITED

Bharti Infratel Limited, 263/1, University Road, Mangal Pandey Nagar,, Near Mimhans,
OTHER, MEERUT, Uttar Pradesh- 250001
INDIA

Escalation: In case you have already made efforts through the contacts provided
in the Escalation Matrix and are still not satisfied with the outcome, please dial
+911244132280 or send an email to :partner.escalations@bharti-infratel.in to
register your concern

PURCHASE ORDER

Purchase Order Number	: 67473	Purchase Order Date	: 26-Oct-18
Revision Number	: 1	Purchase Order Type	: Standard
		Purchase Order Status	: Approved

Partner Name	: N.S. INFRA	Partner Code	: 78926
Address	: 294, KOTHI ATANAS, AHMAD ROAD, GHANTA GHAR MEERUT, U.P 250002 India	Partner Classification	: Trial Supplier
GSTIN	: 09AUQPN9522N1ZN	Contact Person	:
		Phone Number	: NA
		Email Address	:

Ship To Address	: Bharti Infratel Limited Bharti Infratel Ltd 9th Floor, Knowledge Boulevard A- 8A, Opp- Shipra Mall, Sector- 62, Noida(U.P).	Bill To Address	: Bharti Infratel Limited BBD VIRAJ TOWERS 5th FLOOR, VIBUTHI KHAND GOMTI NAGAR, 226010
GSTIN	: 09AADCB0274F1ZY	GSTIN	: 09AADCB0274F1ZY

Description : Services for Boundary Wall Site -BIBI01

Line No	Item Code Item Description	Product Type	HSN/SAC Code	Unique Qty Code	Unit Price	Place Of Supply	State Code	Location	Need by Date	Quantity	Amount
1	SR.BWB.210M. STA (Capex) Services for Boundary Wall in Brick of 2100mm height (with top 600mm in barbed wire) in 0mm back filling_From Standard Vendors	Service by Quantity	995428	Cubic Meter	67,421.0 0	UTTAR PRADESH		UWGT12066	26-Sep-18	1.00	67,421.00
	Taxes	Tax Type							Tax Rate		Tax Amount
		UPW_SGST inward services (NRC) @9%							9		6,067.89
		UPW_CGST inward services (NRC) @9%							9		6,067.89

Warranty Information **Warranty Start Date:**
Warranty Period:



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Amount in words	:	Total	:	79,556.78
Indian Rupee Seventy-Nine Thousand Five Hundred Fifty-Seven Only				

Payment Terms	: WITHIN 45 DAYS OF RECEIPT OF INVOICE
Ship Method	:
Freight/INCO Terms	:
Buyer	: Pradeep Kumar
Notes	:

CST Number	: 09950001883	LST Number	: NA
VAT Number	:		

For Bharti Infratel Limited, Authorized Signatory

Approvals :



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ANNEXURE

Purchase Order Number	: 67473	Purchase Order Date	: 26-Oct-18
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Location Addresses :

UWGT12066 KHASRA NO 300
 NA
 BIBIPUR
 244001
 India



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General Terms and Conditions

1

Prices and Delivery Schedule:

- The confirmation of this purchase order shall be in writing within 7 (seven) days of the date on the order. If the purchase order is not accepted within 7(seven) days, Bharti Infratel Limited (hereinafter called "Company") shall be at liberty to cancel the same without incurring any liability whatsoever.
- The Company shall not be liable and/or responsible for any purchase order placed by unauthorized persons of Company.
- Prices, terms and conditions mentioned on the purchase order will be taken as firm and cannot be changed, altered or modified during the period of contract. After the acceptance of the Purchase Order, no changes shall be made without an order amendment. Any modifications of these terms and conditions must be in writing and with mutual consent.
- It is clearly understood between the parties that time of delivery of the product is the essence of this order. Therefore, all the material of this order should be supplied as per the directions specified on the order within the time specified therein, or as communicated by Purchase department by separate delivery schedule. The non-delivery of the product at the specified time shall be construed as the breach of material obligation by the supplier.
- The Supplier shall inform to company at the earliest, of the likelihood of any event or circumstances which may render it difficult for the supplier to fulfill the commitments under this order. The Supplier shall also inform the specific steps being taken by it to contain the problem as also the timeframe within which it would be able to overcome the problem. Such intimation shall not however, absolve Supplier towards its obligation stated in this order.
- If the order is not executed within the specified period, it may be treated as cancelled. In such an event, the Company may buy such material from the open market for keeping the company's target delivery in time. The Supplier shall make good the loss or damages suffered by the Company.
- The company reserves the right to have their representative monitor supplier's production process, testing facilities, access to workshops where the ordered components are being produced and to inspect the ordered components in its premises.
- The Supplier may, after written consent from the Company sub-contract the production of any part of the order and gives to the sub-contractor such information as is necessary for this purpose. The Subcontractor shall be bound by the confidentiality clause as set in this order. The Supplier shall remain directly liable and responsible to the company for the performance, acts and omissions of the sub-contractors.
- The supplier shall maintain the records of production and Quality control activities. They shall maintain a batch code and supplier identification system and it shall be provided on each product, wherever practicable.
- The supplier shall immediately take countermeasures whenever a quality problem is reported and shall inform Company in the prescribed time.
- In case of conflict between the terms of this Order or the Basic Purchase Agreement or Rate Contract as the case it may be, the terms of the Basic Purchase Agreement shall prevail.

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Payments:

- Payments shall be released only for the products & services accepted by the Company as per the payments terms mutually agreed to in the purchase order.
- Company declines all responsibility of payment where proof of delivery affected cannot be given satisfactorily by the Supplier.
- The delivery of products by the supplier to the Company will not constitute acceptance of the said products by the Company. Acceptance of the products will be completed and communicated only after inspection and satisfactory testing of the products by the Company. Till acceptance of the products by the Company the products shall remain with the Company on supplier's account on approval basis only. The risk of loss or damage to the product passes to the Company upon the acceptance of the products by the Company.
- The Company reserves the right to reject if further defects are noticed even if in the first instance the products have been accepted by the Company and are paid for. Company's decision about such rejections at whatever time made shall be final and binding upon the supplier.
- If Company may rejects any or all of the material supplied by the supplier/sub contractor due to quality of the product, Company may, in addition to all its other rights and remedies at law or equity, exercise one or more of the following remedies: (1) return rejected material for full credit at the price charged plus transportation charges from supplier's premises and return; or (2) accept a conforming part of any shipment; or (3) have rejected material replaced by supplier at the purchase price stipulated in this order. If product displays Company's logo and/or other identifying mark(s) and Supplier choose to scrap items, Supplier must destroy Company's logo and/or other identifying mark(s) from the product. If the products are not replaced within the stipulated time, Company reserves the right to buy the products from the open market on supplier's account and the amount would be deducted from the bill or debited to Supplier's account.
- If the products are not approved by the Company for any reason whatsoever the Company shall not be liable to pay any sum on account of such rejected products.
- The Company reserves the right to cancel or amend the order or any part thereof for the following reasons (a) irregularities in supply (b) rejections (c) escalation in prices (d) if the supplier fails to fulfill his obligation as per the order without assigning any reason. Company's decision shall be final in disputes arising out of Purchase orders. Money due to the Company either as damages or under any other order may be adjusted when settling payments against this order.
- The Company assumes no obligations to products delivered in excess of those specifically ordered. Purchase Order number should be stated on the Challan and Invoice as otherwise material will not be accepted.
- The invoice must be submitted in duplicate to the Company's respective office. Purchase order number, Date and Supplier's Delivery note no. must appear on the Invoice. The Invoice not fulfilling this requirement will be returned.
- The Excise 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 supplier, if this copy is not received by the Company.



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Warranty and Replacement parts:

- a) Order acceptance also implies that the products or parts are warranted against defects of design, manufacture, assembly or operation and against all defects in material used for an agreed warranty period as per the order.
- b) In addition, the supplier 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 for a reasonable price. The company acknowledges that such replacement parts, may not be exactly the sale throughout the above mentioned period, but the Supplier 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 system / equipment.

4

Indemnity:

- a) Supplier shall indemnify and save harmless 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, 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, and (2) related by circumstances to the existence of this order or performance under or in contemplation of it . Such indemnification shall survive the expiration or termination of this order.

5

Damage to third person / property:

- a) The Supplier agrees to indemnify, defend and hold harmless the Company, employees , successors and assigns from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees and court costs) that arise out of or result from: (1) injuries or death to persons or damage to property in any way arising out of or caused by services performed by, or material provided by Supplier or persons furnished by Supplier; (2) assertions under Workers' Compensation or similar acts made by persons furnished by Supplier or (3) any failure of Supplier to perform its obligations under this order.

6

Intellectual Property Rights:

- a) Intellectual Property means all processes, including business processes, domain names, ideas, data, inventions, discoveries, databases, documentation, data, codes, algorithms, Trademarks, know-how, concepts, creations, developments, enhancements, works of authorship, programs, and technical, business and other information. All Intellectual Property and Information furnished or made available by Company to Supplier is the exclusive property of the Company. All such Intellectual Property and Information shall be used by Supplier only in connection with the performance of the Services and this order, and all copies of the such Intellectual Property and Information, together with any associated or derived material, notes and/or summaries (whether handwritten or mechanically produced) shall be delivered back promptly upon request or upon the termination of this order and in case where company decides to give no further orders to the supplier.
- b) This information should not be utilized for providing same or similar services / products to any other party other than the Company. If the supplier manufactures excess quantity than the order placed with him, he shall reserve the same for ultimate sale to the Company on its demand. On no account the supplier will sell the products to any other party except with the written consent of the Company. The same condition applies to the supplies rejected by the Company at various stages.
- c) Unless otherwise agreed between the parties hereto, all tools, equipments, dies, jigs, specifications and other material furnished by the Company or paid for by the Company shall be and remain the sole property of Company, and shall be plainly marked and/or otherwise clearly identified as Property of company. Such property shall be stored separate and apart from Supplier's own property and except only reasonable wear and use, such property in the possession of the Supplier shall be kept at Supplier's risk and Supplier shall be responsible for the maintenance thereof. At Company's request such property shall be insured at Supplier's cost in amount acceptable to the Company with loss payable to the Company. Such property shall be used only in connection with the performance of the orders for the company only. Such property shall be subject to Company's inspection, Company's immediate possession in demand and Company's total control. Such property shall be returned upon expiration or termination of this order.
- d) If Supplier makes invention, devises or designs and develops a product, a method or process or know-how that competes with or is complementary to the information (specifications, drawings, test data or other information) furnished by Company, he shall forthwith intimate Company and grant to Company the right to use that Industrial Property Right, without any cost implication on Company's part. Any product cost reduction as a result of the above would be passed on to Company. The Industrial Property Right obtained through joint research of Company & Supplier shall become joint property of both the parties. However, it may be made sole property of either Company & Supplier upon consultation between Company & Supplier.

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Confidentiality and Publicity:

- a) All Intellectual Property & Information as defined in Article 6(a) furnished or made available by Company to Supplier is the exclusive property of the Company. All such Intellectual Property and Information shall be used by Supplier only in connection with the performance of the orders for the Company and the Supplier shall keep confidential & shall not disclose the same to any other party at any time during the life of this order and 3 (three) 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 the orders for the company and The Supplier 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.
- b) The foregoing restrictions on disclosure & use will not apply to:
 - Information which is or becomes generally known or available through no act or failure to act by Suppliers / its sub contractors
 - Information, which is , proved by written records as already known by Suppliers / Its subcontractors at the time of receipt.



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c) Supplier shall not, without Company's prior written consent, engage in publicity related to this order, or make public use of any Identification in any circumstances related to this 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. Supplier shall remove or obliterate any Identification prior to any use or disposition of any material rejected or not purchased by Company/Ordering Company. Their use in any manner in relation to the products of supplier not for use by the Company shall be strictly prohibited and in the case of violation of this condition the supplier shall be liable to legal action.

d) Upon Company's written request, "Insignia", including certain trademarks, trade names, insignia, symbols, decorative designs, or packaging designs of Company, will be properly affixed by Supplier. Such Insignia will not be affixed, used, or otherwise displayed on the material furnished or in connection therewith without written approval of Company. Company must approve the manner in which such Insignia will be affixed in writing in accordance with standards established by Company. Company shall retain all right, title and interest in any and all designs, finished artwork, and separations furnished to Supplier

Force Majeure:

a) Neither supplier nor Company shall be held responsible for any delay or failure in performance of any part of this 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. Supplier's liability for loss or damage to Company's material in Supplier's possession or control shall not be modified by this clause.

b) In the event such delay or non-performance continues for a period of at least sixty (60) days, the non-defaulting party may terminate, at no charge, this Order by giving notice to that effect.

Termination:

a) Each of the parties hereto not in breach of this order may, upon its election, and in addition to any other legal remedies that it may have, cancel and terminate this order without compensation, in the event of breach by the other party hereto of any provision of this order if such breach is not remedied by the other party within three (3) months after the notice requiring the same to be remedied is given to such party by any means of communication enabling the exact date of reception to be determined.

- The provisions of the order that by their nature are intended to survive shall survive following expiry or termination of this order including not limited to:

1. The warranty & replacement parts as set forth in clause 3,
2. Satisfactory indemnification of the claims, if any raised on products supplied by the supplier,
3. The matters of Intellectual Property Rights set forth in clause 6,
4. Not to sell the products to any other party using the information provided by the company as set in clause 6(b) and observe confidentiality as set forth in clause 7,
5. Supply the balance products under this agreement / Purchase Order on the date of termination / expiry of agreement.

b) On the part of Company, if the order is terminated as aforesaid the Supplier shall be paid for all the materials & services supplied & accepted in accordance with para 9(a) 5) above.

c) In the event that this order is earlier cancelled or terminated pursuant to section 9(a) above by reason of the breach by either party, the Company shall have the right to demand the return of any or all of the technical information furnished by the Company to the Supplier and the copies & reproductions thereof and Supplier shall cease to use the Technical information for any purpose whatsoever.

Notices:

a) 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.

Arbitration:

a) Any differences or disputes arising out of or in connection with this order shall be settled by an amicable effort on the part of both parties. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the parties to this Order so notifies to the other party in writing.

b) If an attempt at settlement has failed, the disputes or differences arising out of or in connection with the present order shall be finally settled in accordance with the Indian Arbitration and Conciliation Act 1996 (Act) as amended from time to time by sole arbitrator appointed by the Company in accordance with the Act . The decision of such arbitrator shall be final and binding up on each of the parties hereto

c) The place of arbitration shall be New Delhi, India.

d) The arbitral award shall be substantiated in writing. The arbitral tribunal shall decide on the matter of costs of the arbitration.

e) The language to be used in the arbitration proceeding shall be English.

f) When any dispute is under arbitration, except for the matter under dispute the parties shall continue to exercise their remaining respective obligations under this agreement.

Ethics and Code of Conduct

a) The Business Associate (or Name of party signing contract) agrees to conduct all its dealings with BHARTI, its management, employees and other business associates, in a very ethical manner.

b) BHARTI, in its Code of Conduct strictly prohibits its employees from demanding / accepting or payment of illegal gratification in the form of bribes or kickbacks



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either in cash or in kind in the course of all their dealings with outside parties. A copy of BHARTI Code of Conduct is available to all Business Associates

c) Bharti also requires the Business Associate, to refrain from giving or attempting to pay illegal gratification / bribes / kickbacks to any employee of the company. Any attempts to provide such personal gratification to any BHARTI employee will be viewed in a very serious manner and where there is confirmation of such instances, it may lead to :

- Cessation of all business dealings with BHARTI
- Blacklisting with Bharti and its associates for any future business
- Levy of a financial penalty
- Reporting of matter to law enforcement agencies
- Appropriate legal action, where necessary

d) The Business Associate will also provide all possible assistance to investigate any possible instance of unethical behavior Code of Conduct violation by any employee of BHARTI or an employee of the Business Associate

e) The Business Associate will disclose forthwith any breach of the BHARTI Code of Conduct that comes to its knowledge

f) All business Associates are expected to confirm their compliance to Ethical dealings on an annual basis, by signing a certificate to the effect that the Business Associate has complied to the BHARTI Code of Conduct in all their dealings with the company.

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Governing Law:

This 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 at New Delhi shall have the exclusive jurisdiction.

"Purchase Order for Supply of Equipment - General Terms and Conditions

1. Prices and Delivery Schedule: The Supplier shall confirm this purchase order (hereinafter ;Order;) in writing within 7 (seven) days of the date of the Order. However, even the commencement of performance of any work or services pursuant to this Order shall constitute acceptance of this Order. Such acceptance is limited to these terms and conditions. All terms and conditions proposed by Supplier that are different from or in addition to this Order unless accepted by Infratel in writing by its duly authorised personnel are expressly rejected by Infratel. All the products or deliverables under this Order shall be supplied within the time specified therein or applicable delivery advice, or as agreed between the Parties through any mutually signed amendments agreed in writing between the Parties. Infratel may cancel this Order as detailed in clause 6 below. If Infratel chooses to accept any late or partial delivery, the penalty as determined by Infratel shall be deducted from the payments due to the Supplier. The Supplier shall make good the loss or damages suffered by Infratel due to Supplier;s non performance or breach of obligations.

2. Precedence of Signed Contract: Notwithstanding anything to the contrary, in case of conflict between the terms of this Order and any signed purchase agreement between the Parties hereto, the terms of the mutually signed purchase agreement as applicable shall prevail.

"3. Principal to Principal basis: This Order is being entered into on a principal to principal basis and that Supplier hereby agrees that it is at all times acting as an independent entity and not an agent and/or employee of Infratel. Supplier agrees that it will not represent that it is an agent of Infratel nor hold itself out as such. Supplier shall not enter into any agreement or arrangement which will bind Infratel legally or otherwise, without the prior written consent of Infratel.

4. Compliance with Applicable Laws: The Supplier shall at all times ensure that all products and deliverables supplied hereunder comply with applicable laws during the life of the products, including but not limited to labour laws and environmental laws such as Environment (Protection) Act, 1986 and rules thereunder. Upon expiry of the life of the products supplied hereunder and/or earlier scrapping, the Supplier shall take back the used products and its components and dispose them in compliance with applicable law(s) including environmental law(s) after paying the applicable value for such products to Infratel.

5. Payments: (a) This Order shall not be executed at prices higher than as specified in this Order. The price stated in this Order shall be inclusive of all statutory taxes, duties, insurance, transport, delivery costs and taxes unless stated otherwise in the Order and Infratel shall have no responsibility for any increased costs incurred by Supplier including in connection with any material procured, labour or subcontractors. Payments shall be released in accordance with the prevailing Infratel process and only after submission of correct invoices in the I-Supplier portal and the original hard copy of the invoice along with all supporting documents and only for those products and/or deliverables accepted by Infratel. The payments term shall be as specified in this Order. The tax structure in the invoices shall be as agreed in the applicable purchase agreement and where the purchase agreement is not in place, as per this Order. Supplier shall ensure that the freight is on actuals and the service tax as applicable is paid to the Government.

"b) All invoice shall be submitted in original and duplicate to Infratel's concerned office within 7 (seven) days of submission in the I-Supplier portal. The Order number, date and Supplier's delivery note no. must appear on the invoice. Contents as prescribed as per Central Excise Rules 2004 must also be captured in the invoice. Invoice(s) not fulfilling this requirement may be returned without payment. No supplementary invoices shall be accepted to deal with omitted or missed out claims from the Supplier. The excise copy of the invoice `duplicate copy for transporter; must be sent along with the consignment failing which such payment towards excise duty paid may not be released

c) Infratel declines all responsibility of payment where proof of delivery effected cannot be given satisfactorily by the Supplier. Infratel shall have no obligations to products and/or deliverables delivered in excess of those specifically ordered. In the event of any error in invoice, the Supplier hereby authorises Infratel to make payment in respect of the undisputed portion. Infratel shall not be liable for any mistakes/errors in the invoice raised by the Supplier. Supplier shall indemnify Infratel against any proceedings claims, penalties etc. due to any mistakes/errors in the invoice raised by the Supplier.



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6. Rejections and Cancellations: Infratel reserves the right to cancel or amend the Order or any part hereof for quality issues, failure to meet with the delivery schedule, variation of prices with this Order/the purchase agreement, failure of the Supplier to fulfill its obligations etc. Infratel may in such scenario i) accept conforming part of any shipment only and return rejected products or deliverables and receive full credit for the returned products or deliverables at the price charged, plus where applicable, transportation charges from Supplier's premises and return; and/or (ii) have rejected product/deliverables replaced by Supplier at the purchase price stipulated in this Order and within the timelines in the delivery advice and/or iii) buy the products/deliverables from the open market and Supplier shall pay to Infratel the amount(s) incurred by Infratel for buying such products or deliverables. Pursuant to a rejection by Infratel of any product or deliverables, as the case may be, Supplier shall promptly destroy Infratel's logo and/or other identifying mark(s) from such rejected product/deliverables and any product rejected by Infratel shall not be made available to any third party to the extent such product is made based on the intellectual property/confidential information of Infratel.

7. Supplier Performance: The Supplier shall ensure that a) the services under this Order are performed in a professional manner and in compliance the Order terms b) the personnel used by the Supplier to perform its

"9. Warranty and Replacement: The products and/or deliverables under this Order shall be warranted by the Supplier against defects of design, manufacture, assembly or operation and against all defects in the product and/or deliverables for the agreed warranty period. Unless otherwise agreed in writing between the Parties through a mutually signed agreement, the warranty period shall be two years from acceptance by Infratel, during which period any defects which may arise shall be rectified by the Supplier free of cost on an urgent basis. Supplier shall guarantee Ten (10) years availability of all the spare parts/replacement parts needed to maintain & repair the products and the same shall be made available by the Supplier for purchase by Infratel for a reasonable price. Also, Supplier will ensure proper maintenance services for the equipment supplied by the Supplier, for the life of the equipment, at the rates agreed between the Parties in writing.

10. Indemnity: Supplier hereby agrees to indemnify and keep indemnified Infratel and users of Supplier's products from and against any and all proceedings, claims, demands, losses, damages, costs, expenses or liabilities due to the breach by the Supplier of the terms and conditions of this Order and any document(s) executed pursuant to this Order.

"11. Confidentiality and Intellectual Property Rights: All confidential information and intellectual property pertaining to Infratel shall be the exclusive property of Infratel and shall be used by Supplier only under proper safeguards to protect the same. Infratel confidential information and intellectual property shall be used only for the performance of the services or delivery of the products under this Order, and all copies thereof, together with any associated or derived material, notes and/or summaries (whether handwritten or otherwise) shall be destroyed or delivered back promptly upon request by Infratel or upon the termination/expiry of this Order. The Supplier shall keep confidential information confidential & shall not disclose the same to any person or other party at any time during the life of this Order and 7 (seven) years after its termination.

12. Termination: Either Party shall have the right to terminate this Order by giving 30 (thirty) days notice in writing to the other Party. If the Order is terminated as aforesaid by Infratel, Infratel shall pay the Supplier solely for the products and/or deliverables accepted hereunder by Infratel and for which correct invoices have been provided to Infratel. Notwithstanding anything to the contrary, Infratel shall have the right to terminate this Order immediately for any material breach, misconduct, fraud, cheating, misappropriation, winding up and/or for any breach of Bharti Code of Conduct by the Supplier. In the event that this Order is cancelled, or terminated, the Supplier shall return all of the confidential information pertaining to Infratel to Infratel and the copies and reproductions thereof, and Supplier shall immediately cease to use the Infratel confidential information for any purpose whatsoever.

"13. Arbitration: All disputes or differences arising out of or in connection with this Order shall be finally settled in accordance with the Indian Arbitration and Conciliation Act 1996 as amended from time to time, by sole arbitrator appointed by the CEO of Infratel, unless otherwise agreed under the purchase agreement signed between the Parties. The decision of such arbitrator shall be final and binding up on each of the Parties hereto. Subject to clause 2 above, the place of arbitration shall be where the Infratel office issuing this Order is situated. In the event the Order is issued from the Infratel head office, the place of arbitration shall be New Delhi. The language used in the arbitration proceeding in all cases shall be English. In the event of a dispute or a termination notice, except for the matter under dispute both Parties will continue to exercise their remaining respective rights and obligations under this Order for such period.

14. Governing Law and Jurisdiction: This Order shall be governed by and construed in accordance with the laws of India. Subject to clause 2 and 13 above, the courts where the Infratel office issuing this Order is situated shall have sole and exclusive jurisdiction over any dispute arising under, related to or in connection with this Order. For disputes pertaining to Order,s issued from the Infratel head office, the courts at New Delhi shall have sole and exclusive jurisdiction

"15. Ethics and Code of Conduct: The Supplier shall conduct all its dealings with Infratel, its management, employees and other business associates, in an ethical manner and in compliance with applicable law(s) and Infratel's Code of Conduct. Infratel strictly prohibits its employees and personnel from demanding, accepting and paying of illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all their dealings with outside parties including the Supplier and the Supplier shall not engage in such activity. The Supplier shall disclose forthwith any breach of Infratel's Code of Conduct that comes to its knowledge.

16. Audit: During the term of this Order, and for a period of two (2) years thereafter, Infratel at its sole expense reserves the right to audit, inspect, and make copies or extracts of relevant financial statements, systems and processes and records (Documents) associated with the Supplier's performance under this Agreement. The auditor will have the right to enter the Supplier's facilities during normal business hours (and in times of special urgency even outside business hours). The auditor shall have unrestricted access to all Documents whether maintained electronically or otherwise including and to the right to call for Documents and explanations from the

Registered Office : 901, Park Centra, Sector-30, NH-8, Gurugram, Gurgaon, Haryana, India, 122001



BHARTI INFRATEL LIMITED

Bharti Infratel Limited, 263/1, University Road, Mangal Pandey Nagar,, Near Mimhans,
OTHER, MEERUT, Uttar Pradesh- 250001
INDIA

Escalation: In case you have already made efforts through the contacts provided in the Escalation Matrix and are still not satisfied with the outcome, please dial +911244132280 or send an email to :partnerescalations@bharti-infratel.in to register your concern

PURCHASE ORDER

Purchase Order Number	: 67473	Purchase Order Date	: 26-Oct-18
Revision Number	: 1	Purchase Order Type	: Standard
		Purchase Order Status	: Approved

employees of the Supplier.
"

"Purchase Order for Services - General Terms and Conditions

1. Prices and Delivery Schedule: The Service Provider shall confirm this purchase order (hereinafter "Order") in writing within 7 (seven) days of the date of the Order. However, even the commencement of performance of any work or services pursuant to this Order shall constitute acceptance of this Order. Such acceptance is limited to these terms and conditions. All terms and conditions proposed by Service Provider that are different from or in addition to this Order unless accepted by Infratel in writing by its duly authorised personnel are expressly rejected by Infratel. All the services under this Order shall be supplied within the time specified therein or applicable delivery advice, or as agreed between the Parties through any mutually signed amendments agreed in writing between the Parties. Infratel may cancel this Order as detailed in clause 6 below. If Infratel chooses to accept any late or partial delivery, the penalty as determined by Infratel shall be deducted from the payments due to the Service Provider. The Service Provider shall make good the loss or damages suffered by Infratel due to Service Provider's non performance or breach of obligations.

2. Precedence of Signed Contract: Notwithstanding anything to the contrary, in case of conflict between the terms and conditions of this Order and any signed services agreement between the Parties hereto, the terms of the mutually signed services agreement shall prevail.
"

"3. Principal to Principal basis: This Order is being entered into on a principal to principal basis and that Service Provider is an independent entity and not an agent and/or employee of Infratel. Service Provider agrees that it will not represent that it is an agent of Infratel nor hold itself out as such. Service Provider shall not enter into any agreement or arrangement which will bind Infratel legally or otherwise, without the prior written consent of Infratel.

4. Compliance with Applicable Laws: The Service Provider shall ensure that the services provided hereunder comply with applicable law(s) including labour laws, environmental laws etc.

5. Payments: a) This Order shall not be executed at prices higher than as specified in this Order. The price stated in the Order shall be inclusive of all statutory taxes as applicable, except service tax. The aforesaid price is inclusive of all costs and taxes including for insurance, transport, delivery, reimbursement etc. unless stated otherwise in the Order and Infratel shall have no responsibility for any increased costs incurred by Service Provider for any reason whatsoever, including but not limited to in connection with any material procured, labour or subcontractors. Payments shall be released only for those services accepted by Infratel, after submission of correct invoices in the Infratel I-Supplier portal and the original hard copy of the invoice, along with all supporting documents as per the prevailing Infratel process at the relevant time. The payments term shall be as specified in this Order. The tax structure in the invoices shall be as agreed in the applicable services agreement and where the service agreement is not in place, as per this Order.
"

"b) All invoice(s) pursuant to this Order shall be submitted in original and duplicate to Infratel's concerned office within 7 (seven) days of submission in the I-Supplier portal and such invoice(s) shall specify the respective Order number. Service Provider shall ensure that the Order number, date and Service Provider's delivery note no., tax applicable etc. appear on the invoice and that the contents as prescribed as per Central Excise Rules 2004 and Service Tax Rules also be captured in the invoice. Invoice(s) not fulfilling this requirement may be returned without payment. No supplementary invoices will be accepted by Infratel to deal with omitted or missed out claims from the Service Provider.

c) Infratel declines all responsibility of payment where proof of delivery effected/proper performance cannot be given satisfactorily by the Service Provider. Infratel shall have no obligations to services delivered in excess of those specifically ordered. In the event of any error in invoice, the Service Provider hereby authorises Infratel to make payment in respect of the undisputed portion. Infratel shall not be liable for any mistakes or errors in the invoice raised by the Service Provider. Service Provider shall indemnify Infratel against any proceedings claims, penalties etc. due to any mistakes/errors in the invoice raised by the Service Provider.
"

"6. Rejections and Cancellations: Infratel reserves the right to cancel or amend the Order or any part hereof for quality issues, failure to meet with the delivery schedule, variation of prices with this Order or the services agreement, failure to fulfill its obligations etc. Infratel may in such scenario i) accept conforming part of services or deliverables only and return rejected services or deliverables, as the case may be and receive full credit for the rejected portion at the price charged and/or (ii) have rejected services or deliverables, as the case may be, replaced by Service Provider at the purchase price stipulated in this Order and within the timelines in the delivery advice and/or (iii) buy the services or deliverables, from the open market and Service Provider shall pay to Infratel the amount(s) incurred by Infratel for buying such services or deliverables.

7. Service Provider Performance: The Service Provider shall ensure that a) the services under this Order are performed in a professional manner and in compliance the Order terms b) the personnel used by the Service Provider to perform its obligations hereunder has undergone proper background checks and that proper identity cards are issued to such personnel who are engaged under this Order and that the Service Provider has proper supervision and control over such personnel c) it shall not sub contract the performance of its obligations under this Order without written permission from Infratel's authorised signatory.
"

"8. Reconciliation of accounts: The Service Provider shall reconcile all outstanding claims with the Infratel team once in six months as per the reconciliation format provided by Infratel. Failure to reconcile the accounts on the part of the Service Provider shall be a material breach of the Order. Infratel shall be entitled to terminate this Order forthwith without any additional liability than to pay for the services already rendered, if the Service Provider fails to come forward and to reconcile the accounts in good faith as stated.

9. Warranty and Replacement: The services and/or deliverables under this Order shall be warranted by the Service Provider against defects for the agreed warranty

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Escalation: In case you have already made efforts through the contacts provided in the Escalation Matrix and are still not satisfied with the outcome, please dial +911244132280 or send an email to :partnerescalations@bharti-infratel.in to register your concern

PURCHASE ORDER

Purchase Order Number	: 67473	Purchase Order Date	: 26-Oct-18
Revision Number	: 1	Purchase Order Type	: Standard
		Purchase Order Status	: Approved

period. Unless otherwise agreed in writing between the Parties through a mutually signed agreement, the warranty period shall be two years from acceptance by Infratel, during which period any defects which may arise shall be rectified by the Service Provider free of cost on urgent basis.

10. Indemnity: Service Provider shall indemnify and save harmless Infratel, its affiliates and their customers, officers, directors, and employees, from and against any losses, damages, liabilities, interests, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) that arise out of or result from any and all third party claims (including sub contractors) and claims of breach of confidential information, breach of intellectual property infringement rights, fraud, death or personal injury attributable to the Services Provider, its personnel or any third party engaged by the Services Provider.

11. Confidentiality and Intellectual Property Rights: All confidential information and intellectual property pertaining to Infratel and developed hereunder based on the confidential information of Infratel shall be the exclusive property of Infratel and shall be used by Service Provider only under proper safeguards to protect the same. Infratel confidential information and intellectual property shall be used only for the performance of the services under this Order, and all copies thereof, together with any associated or derived material, notes and/or summaries (whether handwritten or otherwise) shall be destroyed or delivered back promptly upon request by Infratel or upon the termination or expiry of this Order. The Service Provider shall keep confidential information confidential and shall not disclose the same to any person or other party at any time during the life of this Order and 7 (seven) years after its termination.

12. Termination: Either Party shall have the right to terminate this Order by giving 30 (thirty) days notice in writing to the other Party. If the Order is terminated as aforesaid by Infratel, Infratel shall pay the Service Provider solely for the services and/or deliverables accepted hereunder by Infratel and for which correct invoices have been provided to Infratel as per Infratel's prevailing finance policy. Notwithstanding anything to the contrary, Infratel shall have the right to terminate this Order immediately for any material breach, misconduct, fraud, cheating, misappropriation, winding up and/or for any breach of Bharti Code of Conduct by the Service Provider. In the event that this Order is cancelled, or terminated, the Service Provider shall return all of the confidential information pertaining to Infratel to Infratel and the copies and reproductions thereof, and Service Provider shall immediately cease to use the Infratel confidential information for any purpose whatsoever.

13. Arbitration: All disputes or differences arising out of or in connection with this Order shall be finally settled in accordance with the Indian Arbitration and Conciliation Act 1996 as amended from time to time, by sole arbitrator appointed by the CEO of Infratel, unless otherwise agreed under the services agreement signed between the Parties. The decision of such arbitrator shall be final and binding up on each of the Parties hereto. Subject to clause 2 above, the place of arbitration shall be where the Infratel office issuing this Order is situated. In the event the Order is issued from the Infratel head office, the place of arbitration shall be New Delhi. The language used in the arbitration proceeding in all cases shall be English. In the event of a dispute or a termination notice, except for the matter under dispute both Parties will continue to exercise their remaining respective rights and obligations under this Order for such period.

"14. Governing Law and Jurisdiction: This Order shall be governed by and construed in accordance with the laws of India. Subject to clause 2 and 13 above, the courts where the Infratel office issuing this Order is situated shall have sole and exclusive jurisdiction over any dispute arising under, related to or in connection with this Order. For disputes pertaining to Order's issued from the Infratel head office, the courts at New Delhi shall have sole and exclusive jurisdiction.

15. Ethics and Code of Conduct: The Service Provider, its management, employees and other business associates shall conduct all its dealings with Infratel, its management, employees and other business associates, in an ethical manner and in compliance with applicable law(s) and Infratel's Code of Conduct. Infratel strictly prohibits its employees and personnel from demanding, accepting and paying of illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all their dealings with outside parties including the Service Provider and the Service Provider shall not engage in such activity. The Service Provider shall disclose forthwith any breach of Infratel's Code of Conduct that comes to its knowledge.

16. Audit: During the term of this Order and for a period of 3 (three) years thereafter, Infratel at its sole expense reserves the right to audit, inspect, and make copies or extracts of relevant financial statements, systems and processes and records (Documents) associated with the Service Provider's performance under this Agreement. The auditor will have the right to enter the Service Provider's facilities during normal business hours (and in times of special urgency even outside business hours). The auditor shall have unrestricted access to all Documents whether maintained electronically or otherwise including and to the right to call for Documents and explanations from the employees of the Service Provider.