

Purchase Order

Partner Name & Address

NS INFRA

(Partner Code: 760978)

PAN Number : AUQPN9522N

GST Number : 09AUQPN9522N1ZN

294.Ahmed Road Kothi Atanas Ghanta Ghar Meerut

Meerut, Uttar Pradesh 250002

India

() 9897177624

Contact Person : NAVAZ SIDDIQUI

Email : nsinfra786@gmail.com

BHARTI AIRTEL LTD.

Bharti Airtel Limited

Next to karur vyshya bank,

30-15-150/1,

ward no 27,

dabthagardens,Visakhapatnam,

Andhra Pradesh

Visakhapatnam India 530027

www.airtel.in



11589481

PO No. : **BAL MO Andhra Pradesh/PUR/51396**
 PO Type : STANDARD Rev No. : 0
 PO Date : 01-DEC-23 Rev Date :
 Currency : Indian Rupee Effective : 01-DEC-23
 From Date
 Effective To : 30-NOV-24
 Date

GST No. 37AAACB2894G1ZM
 ISD No.

Contract No.

Internal Ref No : -1-Business/103/127781

Ship To

Bharti Airtel Limited

C/o Kuehne + Nagel Pvt. Ltd. , NH-16 MAIN

ROAD,EDULUPALEM VILLAGE, NEAR ETHNIC

TOBACCOS,GUNTUR DISTRICT, Andhra Pradesh

, 522019

IN

Bill To

Bharti Airtel Limited

Next to karur vyshya bank, 30-15-150/1, ward no 27,

dabthagardens,Visakhapatnam, Andhra Pradesh

Visakhapatnam, AP 530027

IN

Total Purchase Order Value : 5926013.1

Total Purchase Order Value (In Words) : FIVE MILLION NINE HUNDRED TWENTY-SIX THOUSAND THIRTEEN (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	NET006423 - Painting of New Self Build GBT 60M, GFT 11A tower - Rambol design Painting of GBT 60m for USOF Sites Chapter Heading: HSN Number : SAC Number : 998731 This line Reference GBPA No : - 93477	16-DEC-23 (01-DEC-24)	5	Number	56036	280180
		IGST_18%_MO_AP_AP				50432.4
		Total Line Value				330612.4

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2	B0SCNTQC5 - Construction of New Tower,Type:Site Installation,Scope:Per Site,Details:Installation of ELITE-406 ,GFT12A, 40m Tower Installation of ELITE 406A tower for USOF Sites Chapter Heading: 995429 HSN Number : SAC Number : 995429 This line Reference GBPA No : - 93477	16-DEC-23 (01-DEC-24)	20	Number	69267	1385340	
		IGST_18%_MO_AP_AP					249361.2
		Total Line Value					1634701.2
3	NET006422 - Installation of Tower GBT 60m, GFT11A, Ramboll Design Installation of Tower GBT 60m for USOF Sites Chapter Heading: HSN Number : SAC Number : 998731 This line Reference GBPA No : - 93477	16-DEC-23 (01-DEC-24)	5	Number	100865	504325	
		IGST_18%_MO_AP_AP					90778.5
		Total Line Value					595103.5
4	NET006198 - Installation of GBT 40M, Elite 402A tower Installation of GBT 40M for USOF Sites Chapter Heading: HSN Number : SAC Number : 998731 This line Reference GBPA No : - 93477	16-DEC-23 (01-DEC-24)	20	Number	43744	874880	
		IGST_18%_MO_AP_AP					157478.4
		Total Line Value					1032358.4
5	B0SCNTVH6 - Construction of New Tower,Type:Site Installation,Scope:Per Site,Details:Painting,"Painting of New Self Build GFT08A-STR, 50m Tower - Ramboll design" Painting of New Self Build GFT08A STR for USOF Sites Chapter Heading: 995429 HSN Number : SAC Number : 995429 This line Reference GBPA No : - 93477	16-DEC-23 (01-DEC-24)	20	Number	36082	721640	
		IGST_18%_MO_AP_AP					129895.2
		Total Line Value					851535.2

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Terms & Conditions:

Price Basis : INCLUSIVE

Warranty Terms :

Payment terms : 100% payment within 45 days after receipt of Material or Services and Invoice, whichever is later.

Installation & Com :

Dispatch Mode : Not Applicable

Freight Insurance & P&F :

Liquidated Damage :

AMC :

Note to Vendor :

Buyer Name : S Mukherjee

Annexure Enclosed:

- * General Terms & Conditions
- * Partner Portal Info

BHARTI AIRTEL LTD.

Date:

Status- Approved

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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.

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- 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

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Company under this Purchase Order, whether arising under contract (including fundamental breach), tort (including negligence), under an indemnity, under 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 within 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

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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.

- 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, 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.