

Purchase Order

Vendor : 2021682
 GSTN No: 29AAGCC1283L1ZC
 CONNECTIVITY IT SOLUTIONS PVT LTD
 '1st Floor, No.1877, Gangothri,
 31st Cross, '10th Main,
 Banashankari 2nd Stage,
 BANGALORE 560070
 Karnataka
 29

Purchase Order No : 9009598
 Purchase Order Date : 16.03.2022

Details of Receiver
 TITAN COMPANY LTD
 193 Veerasandra, Electronics City.
 Off Hosur Main Road,
 BANGALORE 560100
 Karnataka
 29
 GSTN No : 29AAACT5131A1ZT

Details of Consignee
 Titan Company Limited
 CORP - Division, SYS - Dept,
 Integrity - Corporate Office
 Bangalore 560100
 Karnataka
 29
 GSTN No : 29AAACT5131A1ZT

Item No	HSN/ SAC	Material Code	Material Description	Unit Price INR	Order Qty	Total Value INR
1	997331 9+9%		CISCO ISE MANAGED SERVICE SUPPORT	1,100,000.00	1 PU	1,100,000.00
Total Item Value (INR)					1	1,100,000.00
SGST Value						99,000.00
CGST Value						99,000.00
Total Value(Inclusive of GST)						1,298,000.00

Delivery Terms : FOB FREE ON BOARD
 Payment Terms : 30 days from the date of invoice

Annexure to Purchase Order # Terms and Associations

Serial No.01. A. TCL#s Material Purchase/ Service Requisition No (MPR No). This is purely for the reference of TCL and not for Vendor. B. PO Released by (Name)
 A.MPR No.15555 PO Released by : Amala

Serial No.02. Quotation/ Offer No and Date, of Vendor
 Quote No.: CS-SQ-BLR-2021-22-001742 Date: Feb-25-2022

Serial No.03. Complete PO No of TCL. This No shall be reflected in Vendor#s Invoice and ICACACC
 TCL#s Complete PO No. F10005/PO 9009598/15555/Rev0th-Con/SYS/CORP/BAN

Date : 16.03.2022

Serial No.04. TCL#s Declaration and Request:

This soft copy, of the Order, is formal and electronically transmitted and hence no signature is required. Please read through the Order Contents thoroughly and follow the instructions carefully and accurately, to execute the deal effectively and smoothly, including payment. No hard copy of PO shall be provided

Serial No.05. Complete Item Description with Name, Brand, Model, Configuration, Warranty, etc

Cisco ISE Managed Service Support 1,100,000.00 1 1,100,000.00
HSN# 997331

Total 1100000.00
GST TAX @ 18% 198000
Grand Total for F O R destination 1298000

Serial No.06. Delivery / Service, Duration, Payment, etc.

Delivery or Service Accomplishment Date agreed by Vendor (Partial supply not allowed) To be delivered on or before - As per agreed.

Duration if applicable :
Start On : 15-Mar-2022
End On : 14-Mar-2023

Payment: 30 Days from Invoice date on appropriate document with end user approval

Serial No.07. Vendor#s Details for Documentation, Contacts, etc.

Vendor#s Full Name - CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED
Vendor#s Account Person's Name - 'Sowmya R
Vendor#s Account Person's E-Mail ID : sowmya@connectivitysolutions.in
Vendor#s Account Person's Mobile Number : 9844912500
Vendor#s Account Person's Landline Direct No - NA
Vendor#s Account Person's Land Line Board No. - NA
Vendor#s Permanent Account No - AAGCC1283L
Vendor#s GST Tax Registration No - 29AAGCC1283L1ZC

Serial No.08. Customer#s (TCL#s) Details for Documentation, User Details, Statutory Codes, etc.

Note : Please note that POs are centrally released from Corporate Office, Bangalore, for deliveries to various locations across the country. Please pay attention to the details.

TCL#s, Delivery or Service at, Address with Pin Code. Also, this is the Invoicing Address.

Titan Company Limited
CORP - Division, SYS - Dept,

Corporate Office - Titan Company Limited 'INTEGRITY' #193, Veerasandra, Electronic City P.O., Off Hosur Main Road, Bangalore 560100

TCL#s User Name or On Behalf of User#s Name - Rajesh Ranjan

TCL#s Permanent Account No - AAAC5131A
TCL#s GST Tax Registration No - 29AAAC5131A1ZT

Serial No.09. Customer#s (TCL#s) Details of Local Co-Ordinator cum Account Person/s at Delivery Location (DL): This person only is authorized to sign the ICACACC.

TCL#s DL Account Person/s# Name/s - Rajesh Ranjan
TCL#s DL Account Person/s# E-Mail ID - rajeshranjan@titan.co.in
TCL#s DL Account Person/s# Mobile Number 9620160500
TCL#s DL Account Person/s# Landline Direct No. - NA
TCL#s Account Person/s# Land Line Board No. - NA

Serial No.10, Price:

The price is for FOR destination and is all inclusive. However, Taxes, Octroi, Entry Tax, or such statutory liabilities, if any, and as applicable, at the time of timely billing, will be borne by TCL, but only subject to such bills being raised as per the delivery schedule and accommodating in the main bill.

TCL shall not issue C Form OR any other Statutory Forms, on this transaction. Please note that TCL shall not be liable to pay Customs Duty or any other Import Duty and or Levy on transactions which is purely indigenous. However, for orders which involves import, if there is any governmental levies, TCL will bear the same, if applicable and as per the "Law of the Land".

Serial No.11, Order Confirmation (OC) by Vendor:

Executing the PO though apparently is acceptance by Vendor, TCL requests the Vendor to send to TCL the Order Confirmation (OC). OC was provided through a separate mail. In case if not so/ received, please contact us and get the OC Format. The OC Format to be copied to the Vendor#s Letter Head, duly fill in, affix seal, signature and date and send back to TCL through a soft copy. This shall be sent back to the Executive in TCL, from whom the Vendor has received order. If there is any deviation/ discrepancy from the agreed terms, please bring to TCL#s notice within 24 to 48 hours. Else the same shall be treated as "in order and accepted".

Serial No.12, Tax Deducted at Source (TDS):

Tax at source shall be deducted, if applicable. TDS certificate shall be obtained from TCL#s Finance Department. If TDS is not applicable to Vendor, please provide appropriate documentation/ declaration along with or in the invoice.

Serial No.13, Delivery / Service Timings:

If there is supply of Products involved in the transaction, the same shall be carried out between 0900 and 1600 hours preferably on working days. The Supply/ Service must be coordinated with the Local Co-Ordinator only, whose name/s is/are given above.

Serial No.14, Product Delivery / Service Accomplishment:

It is purely the Vendor#s responsibility to deliver and install the Product/ Equipment/ Service, as the case may be, safely, completely, on time without any defect, shortage, quality problem, etc, at our delivery address given in this order and ensure functioning of the same as per the configuration and standard ordered for. If the Vendor needs to have a DC acknowledged, the same shall be got done at the time of delivery/ service, and from the Local Co-Ordinator only, whose name/s is/are given above.

If there is a delay beyond one week from the committed date, an equal standby must be provided by Vendor, and must be without any additional cost/ effort from TCL. If there is a delay beyond 15 days, TCL may or may not accept the Product/ Service, based on the requirement at that delayed hour. If TCL suffers loss due to failure of Vendor's commitment, Vendor is liable to reimburse such loss to TCL. The extent/ estimate of loss shall be the sole discretion of TCL. Recovery of such loss shall start with forfeiture of payment, if any and or if relevant, against this order itself first. Balance, if any, shall be reimbursed to TCL by Vendor. Advance made to Vendor, if any, shall be refunded to TCL.

If PO is not executed and documents submitted as per the lead time, the PO shall automatically expire and no claim shall be entertained thereafter.

Serial No.15, Invoicing:

Invoice must be raised only as per the invoicing address given in this PO. Please do not incorporate two different addresses in the Invoice as the Delivery Address and Invoice Address are same, while submission of Invoice is always to TCL's Corporate Office, Bangalore. Invoice must be raised on the letter head of Vendor on whom the order is placed. It is mandatory that Vendor's invoice must carry TCL's Delivery Cum Invoicing Address, End User Name and Employee Code, TCL's Order No, Item or Service Description exactly as per our order, Part No or Service Code, Serial No, Unit of Measurement, Quantity, Unit Rate, Currency, Total without Taxes, Tax Definition (For example, Value Added Tax @ 5.5%, Service Tax @ 14%, etc), Tax Amount Separately, Total with Taxes, Duration, Warranty starting and Warranty Ending Date, RoHS, etc, accurately as per TCL's PO, in order to have smooth transaction for payment and other related jobs/ logistic needs.

Vendor's Statutory Codes, if any and relevant, such as Corporate Identification No, Tax Deduction Account No, Tax Identification No, Permanent Account No, Service Tax No, Central Sales Tax No, Local Sales Tax No, ESI Registration No, etc, must be shown on the Invoice without fail. If the Vendor's Invoice does not match with TCL's PO for all such details as explained above, payment process shall become cumbersome and delayed. For any information/ communication related to this Order, this Order No must be indicated in the subject of the communication without fail. Invoice s against TA/ DA/ Other Expenses, must not be added in the main invoice, unless those are also forming part of the Order. If they are not forming part of the order, separate and approved bills shall be submitted. Any other charges if agreed to pay, then for those charges, a separate invoice needs to be raised, following the same instructions given for raising the main invoice.

Serial No.16, Installation Cum Acceptance Cum Asset Commissioning Certificate (ICACACC):
An ICACACC Format was already provided to Vendor through a separate mail. If not so/ received, please request TCL and obtain, save and keep for future uses. The same must be got duly filled in as per All The Points therein by both the Vendor and the Customer (TCL) without fail. The same, as being a Joint Document by the Vendor and the Customer (TCL) and seal of both the entities is mandatory, can be on a Plain A4 Sheet of paper. If installation is not applicable, the same can be mentioned against the specific point, but mandatory to have the ICACACC filled in for each and every order for our Capital Type of expenditures. The ICACACC must be original and shall be attached/ pinned together with Vendor's Invoice.

The authorization to execute the ICACACC from TCL's side is only with the Local Co-Ordinator, whose name/s is/are given above. While the ICACACC is absolutely mandatory for our Capital type of Orders, starting with 301# Series, for our Revenue Type of Orders, starting with 900#. if the required approval is affixed on the Invoice with other required details as per ICACACC, then the ICACACC is not mandatory.

Serial No.17. Customer#s (TCL#s) Details of Coordinator Cum Account Person/s for receiving the Invoices, for Invoice submission by Vendor:

The Onus of reaching Hard Copy of One Original Invoice and One Original ICACACC is purely the responsibility of the Vendor. Before handing over the hard copy; or transmitting the soft copy of Invoice and ICACACC on line, it must be ensured that the Invoice and ICACACC is complete in all aspects with the required approvals of the Local Coordinators or Other Project Managers/ Competent Person.

TCL#s Address of Corporate Office Titan Company Limited

Titan Company Limited

`INTEGRITY'

**#193, Veerasandra,
Electronic City P.O.,
Off Hosur Main Road,
Bangalore 560100**

TCL#s Account Person/s# Name/s Mrs Amala Ranjan/ Mrs Sheela Manoraj

TCL#s Account Person/s# Employee Code E00706652/ E1154846

TCL#s Account Person/s# E-Mail ID amala@titan.co.in Sheela@titan.co.in

TCL#s Account Person/s# Land Line Direct Number 080 67046993

TCL#s Account Person/s# Land Line Board Number 08067047334

Serial No.18. Payment:

For arranging payment and/ or fulfilling other commercial procedures, the Purchase Personnel of IT Purchase/ Service Department must receive One Original Invoice and One Original ICACACC duly filled, as detailed above, making sure that the acceptance of Local Coordinator and or Project Owner/ Project Manager is obtained on these two documents. Please note that our processing time for payment is between ten to fifteen working days from the receipt of "appropriate documents". TCL shall not accept any responsibility for delay in payment due to Vendor#s erroneous/ incorrect/ incomplete supply/ service/ documentation, etc. If Vendor does not honour Vendor#s commitments, produce documents as detailed above and claim Vendor#s payment within thirty days from the date of acceptance, TCL shall not accept any responsibility for payment. If Vendor wants to check the payment status, it is mandatory to fill the details in the format, "PO-Pay Tracker" already

provided and send to TCL. If Format not received, please obtain from TCL.

Please note in future the invoice should contain HSN/SAC code, GST # , State code of the vendor and of the delivery location.

Serial No.19. Service Level Agreement (SLA):

Vendor must make sure that any complaint reported with Vendor shall be attended and resolved within four working hours from the time the complaint is reported by TCL.#
##Vendor#s Service Provider#s Details shall be duly filled in, in the OC and Invoice.#
If any quality problem / repair arises till warranty or duration expiry date, it is absolutely the Vendor#s responsibility to resolve or replace the same and such activities shall be carried out at TCL#s premises. #####Any Dead On Arrival Product must be replaced within three working days. In case of deviation/ failure of resolution, a part / full (anything between 001% and 100%, depending upon the severity of the problem/ loss incurred to TCL) of the cost of the Equipment/ Service/ Other Costs shall be reimbursed to TCL without any prejudice.## Specific SLA clauses if any and applicable, shall be set out separately or referred as the case may be.

Serial No.20. Changes / Amendments to Order:

If there is any change or amendment entailed to the Order, the same shall be communicated and accepted in writing.

Serial No.21. Annual Maintenance Charges (AMC)/ Renewal:

If relevant and necessary, the Vendor has to provide the same on expiry of Warranty and or Duration and or Current AMC and or Current Renewal as per the mutually agreed terms. However, the AMC shall be only subject to order from TCL. Vendor must make sure that necessary stocks of Spare Parts are maintained with them for a minimum period of Three Years from the expiry of warranty and the same shall be provided to TCL within 24 hours of requisition. Vendor is requested to remind/ coordinate with our Process Owners / Project Managers/ Local Coordinators and get the Orders released on time for AMC, Networking, etc.

Serial No.22. Ownership of Products/ Services under this Order:

All the Items / Services / Developments made under this order shall be the absolute property of

TCL and shall have no limitation of use of the same by TCL. TCL shall use Items/ Services exclusively on its own discretion and nobody has any authority to put any bar or restriction on the same. The Software, if any, purchased/ developed under this PO shall have eternal validity.

Serial No.23. Restriction of Hazardous Substances (RoHS):

A supreme responsibility shall be vested with Vendor in ensuring that the Items/ Services provided to TCL are environmental friendly and has absolutely No Hazardous component in it. In case if found any, it shall be the sole and absolute responsibility of the Vendor to pay the penalties and take complete liability, if any, that may arise from such violation. The Vendor shall not only adhere to the RoHS, but also shall declare in their Invoices the following declaration, that is "It is certified that the Product/ Service provided under this Invoice has absolutely No Hazardous Component".

Serial No.24. Confidentiality:

Our Complete Transactions shall be treated as confidential and shall not disclose any of the contents or information to any third party at any point of time whether during its existence or after expiry. The "Deal" shall be governed by the Non-Disclosure Agreements too

Serial No.25. Tata Code of Conduct (TCoC):

All Employees, including Contractual Personnel, in Titan Company Limited, are governed by the Tata Code of Conduct. To augment the Companys policy towards good governance, it is expected that all our trade partners/ associates and vendors comply with the Clauses of the TCoC, as applicable and are guided by the spirit of the "TCoC".

Serial No.26. Disputes:

In the unfortunate incident of any dispute, both parties shall try to settle the same amicably. In case of failure of any disputes, differences and or claims arising out of or in connection with or in relation to this transaction, shall be settled by Arbitration in accordance with the provision of the "Arbitration and Conciliation Act, 1996". The venue of arbitration shall be at Bangalore.

For TITAN COMPANY LTD.,

Krishnan Venkateswaran
Chief Digital & Information Officer.

DELIVERY SCHEDULE ANNEXURE A

PO Number/Date
9009598/16.03.2022

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Item	Material	Delivery Date	Qty
00001		14.03.2023	1.000