



VODAFONE IDEA LTD. (VIL MUMBAI)
(formerly Idea Cellular Limited)

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PURCHASE ORDER

VENDOR NAME & ADDRESS		INFORMATION	
Vendor Code:	0400165016	Purchase order No:	3002859067
Name:	CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED	PO Date:	11-MAR-2022
Address:	1st Floor, No.1877, Gangothri, 31st 560070 Bangalore India	Status:	Approved
Phone & Fax:	9844912500	Contact Person:	Data Migration
Email:	sowmya@connectivitysolutions.in	Buyer Email Id:	jehangir.khambata@vodafoneidea.com
GSTIN:	29AAGCC1283L1ZC		
PAN:	AAGCC1283L		
BUSINESS UNIT		BILL TO/SHIP TO LOCATION	
VODAFONE IDEA LTD.-1000 (formerly Idea Cellular Limited) 10th Floor, Birla Centurion, Century Mills Mumbai 400030 India IEC Code: 395041571 PAN: AAACB2100P ECC:		VODAFONE IDEA LTD. (formerly Idea Cellular Limited) VIL-MUM-NON NSS-Circle Office 1st & 2nd Vodafone Idea Limited, Skyline ICON, Marol Naka, Andheri Kurla Road, Mumbai - 400059 Maharashtra India GSTIN: 27AAACB2100P1ZX Place of Supply: Maharashtra Company Code: 1000	
Invoices should strictly be prepared in line with the PO raised and should reference PO number and line item number mentioned in PO to process the Invoice timely. Supplier should submit digitally signed invoices.			
Payment Terms: (Code - N037) 100% in 60 days from date of Invoice. Note : Payment net off withholding tax/TDS, as applicable. Please refer additional instructions & Shipment terms for details			

We have pleasure in informing you that your offer referred above has been accepted subject to terms and conditions mentioned herein overleaf. In accepting this Purchase order (PO) supplier agrees to furnish the goods/perform the work specified in full accordance with all condition set forth herein and/or attachment hereto. All drawings designs specifications and other data prepared by owner and related thereto are the property of owner and must be returned to owner upon completion by supplier of the obligation under this PO. The information contained herein is not to be released or disclosed for any other use or purpose other than for the execution of this PO.



PO No: 3002859067 Date: 11-MAR-2022

Purchase Order Lines

Item No	Material/ Service No.	Material/ Service Description	HSN	Vendor Part Code	Promised Date	Quantity	Unit of Measure	Unit Price Currency	Per Lot	Value
00010	304110303	Deployment Services	998434		01.04.2022	1	Activity unit	34,878,198.00 INR	1	34,878,198.00
00020	304110303	Deployment Services	998434		01.04.2022	1	Activity unit	5,763,425.00 INR	1	5,763,425.00
VOWIFI										
Total:										40,641,623.00
Gross Conditions.										
IGST (18.00%)										7,315,492.14
Grand Total										47,957,115.14
Total Value (In Words): RUPEES FOUR CRORE SEVENTY NINE LAKH FIFTY SEVEN THOUSAND ONE HUNDRED FIFTEEN AND FOURTEEN PAISE ONLY										

Detailed terms and conditions are as attached which forms part and parcel of this purchase order.

For all future correspondence, Please quote Contract/Purchase Order no & date.

Acceptance notification: Supplier needs to acknowledge this PO maximum within 1-3 working days of its receipt. If not acknowledged or reverted to VIL it will be treated as deemed accepted by you against your proposal/quotation made to us.

Special Conditions:

1. For any enquiry please quote PO Nos & date Reference
2. The Product/Service described herein are to be covered by warranty.
3. Supplier need to get concurrence on the dispatch from the respective buyer before initiating to avoid delayed acceptance or any transactional issues.
4. Bill of Quantity (BOQ) & Scope of Work (SOW) as confirmed with VIL.



PO No: 3002859067 Date: 11-MAR-2022

FOR : VODAFONE IDEA LTD.
(formerly Idea Cellular Limited)

Authorised signatory

Note: This is computer generated copy, does not require physical signature.



PO No: 3002859067 Date: 11-MAR-2022

Annexure –I: Invoicing Instructions for PO

1. You should submit Digital Invoices to VIL at **india.invoices@vodafoneidea.com**. This is in order to promote/increase digitalization and faster processing of the invoices. Manually submitted invoices may face delays. Manual Invoices; though not preferred (as mentioned above) in unavoidable cases only, Please send with supporting documents at following address:

Vodafone Idea Shared Services Limited.

PTP Scanning Department,
Building “A”, Ground Floor,
Corporate Road, Prahladnagar
Off S G Highway, Ahmedabad 380 051

2. Bill to/Ship to Location-
 - 2.1. For the purpose of GST credit, the "Bill to/Ship to Location"- State should be the location where the goods are delivered, or service is actually rendered. The "Place of Supply" of the invoice should be same as "Bill to/Ship to Location" State.
 - 2.2. In case of the actual place of delivery is different than "Bill to/Ship to Location" mentioned in the PO, then the actual place of delivery can be captured in vendor invoice as "Ship to address". However, it should mandatorily be in the same state as mentioned in the "Bill to/Ship to Location" on the PO, otherwise please contact your commercial SPOC for amending PO.
3. Preferred language of invoice should be English.
4. Invoice/Challan must bear the PO No's & Date Reference.
5. Complete Name & Address of the Circle as mentioned in the PO.
6. Correct Company/Circle Code to be mentioned on the invoice (Company/Circle Code details as mentioned in PO).
7. Correct Vendor Name & Vendor Code to be mentioned on the invoice as mentioned in PO. This is required to avoid invoice rejection.
8. Invoice Number (preferably less than 16 Characters) and Invoice Date (DD/MM/YYYY).
9. Necessary Supporting documents are attached with the invoice & mention the number of supporting documents.
10. Details of the Services rendered along with the Quantity, Rate and Amount to be mentioned on invoice.
11. Wherever taxes are levied on the invoice i.e. IGST,SGST,CGST etc.. Proper/correct tax registration numbers should be mentioned on the invoice.
12. Vendors providing Works Contract Service should mention the "State" where the work is being executed for proper/ correct TDS deduction.
13. Check the correctness of invoice with respect to Tax calculation, Authorized sign on invoice before sending.
14. Future date invoice not to be sent for processing.
15. Manual correction on invoice is not permitted.
16. For invoice status please write to email id **invoicestatus@vodafoneidea.com** by sharing the invoice details and PAN number in the prescribed excel format. For any further support you may reach out to our vendor help desk on - **businesssupport.in@vodafoneidea.com** or contact us on +9179 - 71715111 between 10.00 am to 2.00 pm from Monday to Friday.
17. Detailed terms and conditions are as attached which forms part and parcel of this PO.
18. The invoice should be compliant to GST requirement else will be rejected.
19. In case Vendor does not upload details of the invoice issued in his GST return of the State mentioned as Bill to/Ship to Location in the invoice and input tax credit is not availed as a result, all future vendor payments will be blocked till such invoice is uploaded.
20. Vendor is required to raise invoice in the same sequence as on the PO. For example, line item 1 and 3 is selected for delivery by vendor then invoice is to be raised in following order: Line Item 1 of Invoice is Line Item 1 of PO, Line Item 2 of invoice is Line Item 3 of PO. If this order is not followed, then invoice is liable to be rejected.
21. Where supplier is registered under GST, GST to be borne by Vodafone Idea except where indicated otherwise in the purchase order. Where supplies are subject to reverse charge, same to be indicated on the face of invoice and Vodafone Idea will accordingly discharge tax under reverse charge. Where supplier has opted for composition levy words "composition taxable person, not eligible to collect tax on supplies" shall be mentioned on the invoice.



PO No: 3002859067 Date: 11-MAR-2022

22. In case the vendor is required to be compliant with e-invoicing provisions as per GST rules effective from 1st October 2020(as amended from time to time), the invoice should necessarily bear valid IRN & QR code on the invoice. If the same is not available on the face of the invoice then invoice is liable to be rejected by us. Currently where aggregate turnover of supplier exceeds Rs20 crore in any of the preceding financial year from 2017-18 onwards, an invoice bearing valid IRN and QR code has to be issued.
23. Where Tax Collected at Source (TCS) is levied in the invoice the following should be ensured:
- TCS is levied only on sale of goods (and not service);
 - TCS is collected on value of sale consideration exceeding INR 50 lacs;
 - Quarterly TCS returns should be filed by the vendors capturing correct TAN so that due tax credit is passed to the Company;
24. Change in HSN codes effective 1st Apr 2021

In case you need further information clarity regarding the same, you may contact your respective circle contact point.

Effective 1st Apr 2021 number of digits of HSN codes to be mentioned on the invoice has undergone a change as tabulated below.

SL No	Annual Turnover in the preceding Financial Year	Number of HSN Digits Currently	Number of HSN digits wef 1st Apr 2021
1	Upto rupees One crore fifty lakhs	Nil	4
2	More than rupees one crore fifty lakhs and upto rupees five crores	2	4
3	More than rupees five crores	4	6

Accordingly, please ensure to quote either 4 or 6 digit HSN codes, as applicable, on your invoice. Notification 78/2020-CT dated 15th Oct 2020 providing for the change in number of digits in HSN is attached for your reference. We request you to make necessary changes in your invoice and provide invoices with either 4 or 6 digit HSN as applicable w.e.f 1st Apr 2021. Any invoice not bearing HSN or 2 digit HSN will be rejected and returned to you. Note that the requirement to quote HSN codes is applicable to all vendors who are registered under the GST law.



PO No: 3002859067 Date: 11-MAR-2022

Annexure –II: Terms & Conditions for PO

Performance and Delivery

1. Supplier shall follow the supplier code of conduct.
2. Supplier shall deliver the Deliverables in accordance with this Purchase Order (PO)
3. All the charges (like Loading, Packing, Forwarding, cartage, freight charges, duty etc.) to deliver the PO will be borne by the Supplier unless otherwise stipulated in the PO. Risk and title in Deliverables shall pass on to Buyer after accepting the Delivery.
4. All Deliverables under this PO shall be delivered at place/places as specified in the PO and within the time specified herein or as communicated by the Commercial department of Buyer by separate delivery schedules. The Supplier agrees and accepts that, in case Supplier commits delay in delivery of Deliverable, which is not approved by Buyer, the Buyer shall without prejudice to any other rights or remedies, have a right to recover the Liquidated Damages from the Supplier as may be specified in the PO/Contract, in absence of which, it will be 0.5% of PO value per week for which whole or part of the Deliverable remains undelivered; subject to maximum of 5% of the PO value unless otherwise specified. In case Liquidated damages is specified in PO/Contract, then those would supersede the LD clause mentioned here. Willingness to pay or suffer liquidated damages shall not relieve the Supplier from requirement of timely execution and delivery.
5. All Deliverables shall be securely packed against theft and damage during transportation and such packaging shall conform to the specific instructions of Buyer, if any.
6. The Supplier shall ensure that the transportation of Deliverables complies with applicable state, national and international regulatory and safety requirements. If dispatches are undertaken by freight forwarders, an extra copy of G.C. Note, Airway bill, e-way bill, Bill of Lading or Freight Note must accompany the Supplier invoice/delivery challan, depending on the mode of transportation. The copy shall bear Buyer's name as consignee or if it is in the name of Supplier, necessary endorsement must be made in Buyer's favor. The description of quantity and weight of such G.C. Note etc. should tally with that of the Supplier. Supplier will be responsible to ensure the correctness of all documents supporting the delivery of goods.
7. Supplier must ensure that Packing list is shared with buyer (soft and hard copy both-in advance) along with delivery of material which must contain Manufacture Part nos. and Manufacture Serial nos. of the material supplied. Vendor shall also share the same in MS Excel format at the time of material handover with VIL Circle Buyer and VIL Warehouse SPOC.
8. The Buyer assumes no obligation to Deliverables in excess of those for which PO was placed.

Price, Invoicing, Payment and Expenses

9. Buyer may set off any sums owed to Buyer by Supplier against the Price.
 10. Invoice should be submitted for:
 - a) Supply Items: along with delivery of goods
 - b) Work related Items: Within 7 days from the date of completion and final certification of work, the Supplier shall raise the invoices on Buyer on regular basis as per agreed terms without any delay.
- The Supplier agrees and accepts that in the event the invoices are not raised and submitted to Buyer within 30 days from the date of Supply (for goods) or 5 days from date of completion / acceptance (for services) as the case may be, the Supplier will provide suitable reasons for not being able to submit the invoices within due dates, Buyer may review the same and provide further grace period of 30 days.
- In the event the invoices are still not received, then Buyer will not be liable for any defaults due to delays, which may subsequently take place, in effecting payments. In no case the buyer shall be liable to pay for any invoices /claims that are older than 2 Years, (reckoned from the date of completion of services/delivery of supplies)
- In certain cases, especially where inordinate delays take place over multiple Fiscal years, it may be difficult for us to make the payment.
11. The PO value is inclusive of all applicable taxes until or unless stated otherwise (except tax applicable on Supplier's income which Supplier has to pay or any liability in this regard), costs and expenses of whatever nature unless otherwise stated in the PO.
- Supplier to ensure that the Invoice reaches Buyer within ten days from the date of the invoice. Further, Supplier shall retain the acknowledgement of the receipt of such invoice for future purpose.
12. Supplier shall send original invoice with correct HSN codes and applicable taxes (meeting all requirement of relevant tax authorities and Buyer), mentioning the PO no. and Delivery Challan copy along with all required documentary evidence establishing proof of origin of Deliverables to Courier Address as mentioned in the PO. Buyer declines all responsibility of payment where proof of delivery effected cannot be given towards satisfactorily supply of Deliverables. Invoice related queries shall be submitted by the Supplier to by emailing to businesssupport.in@vodafoneidea.com or calling us on +9179-71715111 between 10.00 am to 2.00 pm from Monday to Friday.
13. Payment for the invoices submitted by the suppliers will be processed as per the payment terms mentioned in the PO. Variations to these terms, if any, will be specifically highlighted in the PO/ Contract in specific cases and shall supersede those mentioned herein. If there has been any material breach of this PO by Supplier, Buyer shall be entitled to withhold payment until the breach is rectified.
14. The invoice of the Supplier shall contain all the particulars as specified under the GST Law. Further, Supplier to upload / submit / furnish his GSTR-1 return within stipulated time to enable buyer to match the same and avail input credit.
15. Buyer shall release the payment of GST component of the invoice only after the input credit of the GST component has become eligible and available to the Buyer after the due process of matching of invoices in the GSTN portal. This covers mismatch cases attributable to Supplier as well validation from e-invoicing perspective including generation of IRN and QR code on the invoices as applicable.
16. The Supplier hereby covenants to comply with the applicable provisions of law, including but not limited to section 171 of the Central Goods and Services Tax Act, 2017 or applicable section of IGST/UTGST/SGST law, and pass on to the Company all the benefits arising from any reduction in the rate of tax on any Deliverable or the benefits of input tax credit, exemptions, concessions, rebate, set off, by way of reduction in the prices of the Deliverable undertaken by the Supplier as per this PO or original agreement executed with the Supplier.
17. If Supplier incorrectly charges any applicable taxes to Buyer, Supplier shall repay such tax amounts to Buyer together with related interest, penalties and costs within 30 days of the error being identified. It will be the responsibility of supplier to resubmit the new invoice with correct details.
18. In the event that Buyer is required by law and/or government authority to deduct withholding tax or any other amount including, without limitation, employees provident fund or other statutory dues applicable to Supplier, Buyer shall deduct such amount from the Price and Buyer shall: (i) pay the Price less withholding tax and other amounts required to be deducted by law and/or government authority; and (ii) provide evidence to that it has passed the withholding tax on to the relevant authority.
19. Supplier warrants that it is tax resident in its country of incorporation.

Warranties

20. Unless otherwise specified in this PO, Supplier warrants that each Deliverable and Service shall be free from defects (save those caused by normal wear and tear) for 24 months (or in the case of software for 12 months) from delivery (or such other period as may be expressly stated in writing in the PO). Any claims accepted by the Buyer arising from the defects in Deliverables supplied by the Supplier, within warranty/guarantee period - will be passed to the Supplier for similar acceptance. Buyer's decision in this matter shall be final and binding on the Supplier.
21. Supplier at their end shall maintain an inspection, testing and process control system acceptable to Buyer covering the supply and work which will be rendered to



PO No: 3002859067 Date: 11-MAR-2022

Buyer; to ensure compliance with this PO and supplier shall keep complete records available to Buyer for three (3) years after date of completion of this PO. Acceptance of such system by Buyer shall not alter the obligations and liability of Supplier under this PO. The fulfilment of PO by the Supplier to Buyer will not constitute acceptance by Buyer. Only after inspection and satisfactory test by Buyer acceptance of the deliverable will be completed and communicated to the Supplier and till such time the deliverable shall remain with Buyer on Supplier's 's account on approval basis only. All deliverables accepted are subject to final approval of Buyer regarding quality and specifications. Buyer reserves the right to reject, if further defects are noticed, even if in the first instance the deliverables have been accepted by Buyer and payments made. Decision about such rejections at whatever time made shall be final and binding upon the Supplier and the Supplier shall not object to it in any manner whatsoever. All packing, freight and handling cost or any other cost of such rejected material will be borne by the Supplier.

22. All Deliverables shall be of the best quality and workmanship and shall in all respect confirm to Buyer's requirements and warranties as specified in the PO. Deliverables supplied must be according to the sample previously approved by the Buyer. Buyer shall be entitled to reject the Deliverables which in its opinion are not according to the sample. If the Deliverables are not approved by the Buyer for any reason whatsoever, the Buyer shall not be liable to pay the price of such rejected Deliverables.

23. For import consignment "Free of Charge" Replacement under warranty / guarantee must be provided by Supplier. This results in Supplier paying Customs duty and incurring clearing expenses. Similarly in the case for "Short Shipments" i.e. "Free of Charge" Replacement Supplier "Delivery Duty Paid" (DDP) to the named place of destination.

Termination

24. All rejected Deliverables shall be taken back by the Supplier, at its own cost and expense within maximum 7 days of intimation of rejection by Buyer and such rejected Deliverables shall under all circumstances lie at the risk of the Supplier from the moment of such rejection and Buyer shall not be liable in any manner for shortages, quality deterioration or for any reason whatsoever. In such event, the Supplier shall either refund the advances if any, made under this PO without any delay. Or The Supplier shall replace the rejected material/services within maximum 7 days from the date of receipt of the Buyer's report of rejection at the place of delivery specified by the Buyer Otherwise. In case Supplier is not able to fulfil the deliverables as per time specified above, Buyer has a right to buy the product/ services from open market (from other sources / Supplier) on Supplier's account and the respective amount will be deducted from the invoice or debited to the Supplier's account.

25. Cancellation For Default: Buyer shall at all times have the right to cancel the PO for the Suppliers' default OR failure to fulfil the obligations under the PO in whole or in part OR if the Supplier refuses or fails to comply with the provisions of the PO OR fails to make progress as to endanger performance and does not correct such failure or default after written notice within 7 days of receipt or fails to fulfil the Deliverable in the time specified, Buyer also reserves the right to cancel or amend the PO, if there are any rejections or escalation in price, without, in any manner, incurring any liability. In such an event Buyer may get the whole or residual part of Deliverable done from other Supplier at the risk and cost of the existing Supplier. In case of cancellation of PO owing to failure of Supplier, the amount due to him on account of deliverables effected by him, if payable, shall be paid to him only after due recoveries as per provisions of PO, and that too after alternative arrangements to fulfil the Deliverable has been made. Additionally, where Supplier is the breaching party, Supplier shall repay within 7 days any part of the Price which has been paid and Buyer may return any Deliverables to Supplier (at Supplier's expense)

26. Cancellation due to Liquidation: In the event of the Supplier going into liquidation or winding up their business, or making arrangements with their creditors or failure to observe any of the provisions of the PO, buyer shall have the right to cancel this PO forthwith in addition to any / without prejudice to any other rights or remedies. Buyer will also be entitled to claim from the Supplier any costs or expenses or losses that buyer may incur by reasons of the breach of the PO or the part of the PO by the Supplier. Buyer also reserves the right to divert the balance PO to any alternate Supplier as may be deemed fit and proper at any time during the pendency of the Supplier at the sole risk, cost and responsibility of the Supplier, if the performance is found to be unsatisfactory and is detrimental to the interest of Buyer.

27. Cancellation owing to change in Buyer's operational need: This PO shall be made on express understanding between the parties that should at any time during the PO execution, substantial change in operational needs occur, making it impractical for Buyer to take Deliverables provided as estimated at the time of conclusion of this PO, buyer shall notify such change to the Supplier promptly and on such notice both parties may meet immediately in order to bring about an agreement satisfactory to both. In the event that no such agreement is reached, this PO shall stand cancelled without any financial implications on either side without prejudice to the rights of either parties on any matter pertaining to the performance of the PO prior to and/or up to such cancellation. If the PO is cancelled because of any reason stated here, Buyer reserves the right to invite fresh offers for the whole or balance portion of the Deliverable and the Supplier will not be entitled to any claim by way of damages or compensation in respect of the Deliverables thus cancelled. In the event these cause or causes continue to exist for a maximum of three (3) months or more the non-defaulting party may, at its option, suspend or terminate this Agreement by giving notice upon default to that effect in writing to the other part in an appropriate manner.

Indemnity

28. Supplier indemnifies Buyer and, its respective directors and employees, against all losses, liabilities, damages, claims and costs relating to this PO in connection with:

- a. Any breach by Supplier to perform any of its representation, warranties, undertaking or other relief arising out of any claim that the Deliverables may have suffered as a reason of any process, technique or means of manufacture adapted by Supplier
- b. Any alleged or actual infringement of the patents of the territory, copyright or registered designs or any other intellectual property rights of third parties by or relating to the Deliverables
- c. Any alleged or actual infringement by or on behalf of Supplier of applicable data protection or confidentiality obligations
- d. Any damage to property and any injury to or death of any person arising from Supplier default, negligence, act or omission
- e. All claims which may accrue including liability for payment of any workmen's compensation and/or statutory compensation on account of accident or death of any person entering or working on the premises of Buyer for and on behalf of the Supplier for any purpose including, but not limited to delivery, inspection, repairs, estimation of material or work done against the PO. It is responsibility of Supplier to take sufficient insurance coverage of their Workmen and Employees in accordance to full compliance of statutory laws of the land.
- f. Any breach by Supplier of the applicable laws such indemnification shall survive the expiration of this agreement.
- g. Any violation of provisions of GST law in terms of non-compliance / incorrect compliance of e-invoicing rules effective from 1st October 2020 which includes missing IRN or incorrect IRN on the invoices, mismatch in the data uploaded on GSTN, etc.
- h. Any violation of provisions of TCS as per section 206C(1H) of the Income-tax Act, 1961 read with Rule 31AA of Income-tax Rules, 1962 dealing with filing of quarterly TCS returns or capturing the TCS in the right Tax account number of VIL due to which TCS credit is not fully/ partially passed on to VIL.

Limitation of Liability

29. No limitation applies in respect of Indemnity Clauses b, c, d (above). Except where liability cannot be lawfully excluded, each party's maximum aggregate liability in relation to any other claims relating to this PO shall be limited to the greater of (i) the Price; or (ii) value of the agreement to which this PO relates; or (iii) INR 50,00,000.

- a. The parties will keep in confidence any confidential information (including customer data) obtained under this PO and will not, without the written consent of the



PO No: 3002859067 Date: 11-MAR-2022

other party:

a. Supplier shall not disclose any commercial, technical or other information furnished by the Buyer, pursuant to this Agreement, to a third party or to the general public.

b. Supplier shall not use or cause to be used the information furnished by the Buyer under this Agreement

c. Supplier shall not advertise or publish in any manner that is contracted to or is, or has been, supplying goods to the Buyer

The parties will use confidential information obtained under this PO only for the purposes of this PO. These restriction shall survive from the date of this PO and until two years from the earlier of the date of termination or completion of this PO. The obligations shall not apply to information which: (a) has been published other than through a breach of this PO ;(b) is lawfully in the possession of the recipient before the disclosure under this PO took place; (c) has been obtained from a third party who is free to disclose it; or (d) which a party is required to disclose by law or for the purposes of a regulatory authority.

30. Trademarks of which the Buyer is either registered proprietor or registered user shall, if so approved by the Buyer, be used only on the goods to be supplied to the Buyer and in the manner elaborated by the Buyer. Their use, in any manner, with relation to the products of the Supplier and not for use by the Buyer shall be strictly prohibited and in the case of violation of this condition the Supplier shall be liable to strict legal action. Unless otherwise agreed between the parties hereto, all tools, equipment, dies, jigs, specification and other material (except that of Supplier as defined below) or every description furnished by the Buyer to Supplier or paid for by Buyer shall be and remain the sole property of Buyer and shall be plainly marked and/or otherwise clearly identified as property of Buyer. Such property shall be stored separately, apart from Supplier's own property and except only reasonable wear and tear, such property in the possession of Supplier shall be kept at Supplier's risk and Supplier shall be responsible for all maintenance thereof. At Buyer's request such property shall be insured at Supplier's cost to an amount acceptable to Buyer with loss payable to Buyer. Such property shall be used only for the purpose of and in connection with this Agreement. Such property shall be subject to Buyer's inspection at any time during business hours. The property shall be placed in Buyer's immediate possession on demand and returned upon expiry or termination of the agreement.

31. The goods manufactured by the Supplier on the basis of any data/drawing/design furnished by the Buyer must not be sold or divulged to any other party. If the Supplier manufactures excess quantity of goods than the order placed with him, he shall reserve the same for ultimate sale to the Buyer on its demand. On no account shall the Supplier sell the goods to any other party except with the written consent of the Buyer. The same condition applies to the supplies rejected by the Buyer at various stages.

IPR

32. Supplier grants to Buyer free of charge the unrestricted license to use Supplier's pre-existing IPR as necessary for Buyer to receive, hold and make use of the Deliverables and otherwise to fully and freely exploit any New IPR, which shall include without limitation, the right to: (a) make back-up copies of any Deliverable; and (b) modify or adapt any Deliverable to correct any errors or improve operation for interoperability. Supplier shall notify Buyer in writing if it wishes to make use of Third Party IPR and shall obtain all necessary permissions in respect of such Third Party IPR to enable it to perform its obligations under this PO and to allow Buyer on an unrestricted and free of charge basis to receive, hold and make use of the Deliverables and otherwise to fully and freely exploit any New IPR. Buyer may grant sub-licenses of the licenses granted in above two clauses to third parties providing services to and receiving services from Buyer in connection with the Deliverables. In case where Supplier is providing defined services under the PO, any new IPR created during such provision of services shall be treated as works made for hire and the ownership of such IPR shall transfer to the Buyer upon payment and the Supplier shall without demur execute any necessary agreement to the effect.

33. Supplier shall at Buyer's reasonable request and cost deposit all source code relating to software (save for commercially available Third Party IPR) necessary for the full enjoyment of the Deliverables with a recognized independent third party escrow agent under the agent's standard escrow agreement.

34. Supplier shall not make use of any open source software in a Deliverable without Buyer's prior written agreement.

35. All New IPR shall be exclusively owned by Buyer and Supplier irrevocably and unconditionally assigns to Buyer (by way of present assignment of future rights) all right, title and interest in and to the New IPR. Supplier shall at its own cost do all things necessary to perfect such assignment. If it is not legally possible to make an assignment of the New IPR to Buyer, Supplier shall grant to Buyer as full and free an exclusive license as possible of the New IPR, together with the exclusive right to control the exploitation of the New IPR.

36. Where a threat or claim of infringement of IPR jeopardizes Buyer's ability to fully and freely receive, hold and make use of any Deliverables, Supplier shall (without prejudice to any other rights of Buyer) either obtain appropriate licenses or otherwise supply redesigned Deliverables to enable Buyer's continued exploitation of such Deliverables.

Confidentiality and Publicity

37. All licenses granted under Termination Clause shall continue after termination of this PO.

38. If Supplier makes any inventions, devices or designs based on the specifications by drawing test data based on any other information furnished by Buyer, the Supplier shall promptly disclose them in writing to Buyer, and Supplier and Buyer shall negotiate in good faith to determine the use and disposition of such invention, devices or design. If any intellectual property right or invention, device or design under application for an intellectual property right is embodied in goods which will be manufactured by Supplier and delivered to Buyer, Supplier shall notify Buyer thereof in advance.

Vodafone Idea Limited Policies and Consequence Management

39. The Parties agree that VIL(Vodafone Idea or Vi) is committed towards achieving the highest standards in Work Ethics, Code of Conduct, Integrity and Safety with the aim of providing and maintaining a fair, safe and healthy working environment for suppliers, partners, contractors. VIL Policies that are applicable and have dependency on the suppliers, partners and contractors are as follows:

I. Anti-Bribery policy

II. Business Resilience policy

III. Data Privacy & Protection policy

IV. Economic Sanctions & Trade Control

V. Health Safety and Wellbeing

VI. Information Security

VII. Supplier Code of Conduct

Supplier shall ensure that their personnel engaging with VIL accept VIL Policies (after reading through all the Policies available in the VIL Policy Portal) and they are always compliant as per the requirements of the Agreement.

The Supplier shall follow below steps to login to Vendor Compliance portal – (<https://vshare.vodafoneidea.com>)

I. Click on Link to login

II. Enter registered Email address

III. Enter OTP received on registered Email address

IV. Read all the Policies and accept

V. Download the Policy acceptance template

VI. Upload the signed Acceptance documents and submit



PO No: 3002859067 Date: 11-MAR-2022

40. Supplier categorized as High Risk Supplier (those work areas involving working at Height, Underground, involving Transportation, Electrical work & Confined space - as mentioned in VIL HSW policy & in this PO) need to perform the job in compliance with HSW policy guidelines. High Risk Supplier need to submit signed & stamped copy of HSW policy, Safety plan & Sub-contracting Tier declaration to Circle Buyer.
41. Supplier shall adhere to, and ensure that its subcontractors comply with, health and safety standards and procedures as applicable to Deliverables.
42. Supplier shall comply with Policy Compliance Declaration signed at the time of registration/evaluation. Supplier agrees that the terms of Policy Compliance Declaration shall form part of this PO/Contract in so far as they apply to Deliverables.
43. Where Supplier is in breach of its health and safety obligations or fails to declare or properly report accidents (including the cause of accident), Buyer may without prejudice to its other rights and remedies be entitled to withhold a maximum of 10% of the amount payable to the Supplier under the PO/Contract until the Supplier complies with its health and safety obligation. A breach by of its health and safety obligation shall be deemed a material breach.
44. Buyer operates a whistle-blower mechanism under its "Speak Up Policy". It is the duty of our Supplier, contractors and employees to report dishonesty, corruption, fraud, labor and human rights concerns, environmental damage or any other unethical behavior; Refer section "Speak Up Policy" in Supplier code of conduct. All reports are dealt with in confidence.
45. Supplier shall comply with all applicable law relating to bribery and corruption and shall not do, or omit to do, any act that will cause Buyer to be in breach of any such applicable law, and in doing so: (i) shall not give or receive any bribes, including in relation to any public official; and (ii) shall maintain an effective anti-bribery compliance regime, that monitors compliance and detects violations. If Supplier breaches the obligations in this clause it shall indemnify Buyer against any costs claims and liabilities arising as a result of the breach.
46. The parties shall each comply with the Applicable Laws relevant to this Agreement. Each party shall have an obligation to notify the other in the event of a breach of such laws or a change of status in respect of Sanctions and Trade controls and provide appropriate documentation to mitigate any risk to VIL. In such circumstances, each party shall have the right to suspend services or terminate the agreement with immediate effect and without liability.
47. Supplier warrants to Buyer that all Deliverables shall comply with all applicable laws.
48. This Agreement shall be deemed to have been entered into the local Court of the respective city from where PO is released and only Courts in the respective city from where this PO is released will have jurisdiction in all matters arising out of this PO.
49. All notices, reports, requests, demands and other communications under this Agreement or in connection herewith shall be written in English language and shall be sent personally or by registered mail to the respective parties.
50. **S poc.commercial@vodafoneidea.com** is official Email ID of VIL for important communication to Supplier pertaining to P.O., policies, invoicing, compliances & for all other activities therein.
51. **HSW.communication@vodafoneidea.com** is official email ID of VIL for important communication to Supplier pertaining to VIL Health safety & Wellbeing policy & 9 Absolute Safety Rules (ASRs) for compliance.
52. Please do not reply back to above two email IDs. In case if you are not the recipient then you can get your Email ID updated via respective Circle SPOC.

General

53. Buyer reserves the right to procure similar Deliverable from any other source.
54. Supplier shall insure against all foreseeable risks and liabilities which it may face in relation to this PO.
55. Each party may Transfer or subcontract all or any of its rights or obligations under this PO to any Company provided that such Company is of no less financial standing than the relevant party, but may not otherwise Transfer or subcontract all or any of its rights or obligations under this PO without the prior consent of the other party.
56. Any notice under this PO shall be in writing sent by first class post to the address of the other party as set out in the PO.
57. Supplier agrees to be bound by and to comply with all terms set in the PO including any amendments, supplements, specifications and other documents referred to in this PO. Unless expressly accepted in writing, any qualification of these conditions in the Supplier's PO confirmation or anything contrary to or inconsistent with any of these conditions shall deem to be inapplicable and will be treated as invalid. Acknowledgement of this PO in writing, including without limitation shall be deemed acceptance of this PO; which shall constitute the contract; In the event no communication is received from Supplier within maximum 1-3 days of the issue of this PO it will be construed that the PO has been accepted. Further, Supplier and Buyer agree that in the event if a definitive agreement is executed between the parties, in such event the terms of the agreement shall prevail on all respects. In the event there is a conflict between terms of the PO and the terms of the definitive agreement, in such event to the extent of the conflict the terms favoring the Buyer shall prevail.
58. Buyer reserves the right to accept or reject delivery of Deliverables in the event of civil war, commotion, riots, epidemics, floods, strikes, industrial disputes, and shortage of labor, demands or requirements of State or Central Governments, force majeure or any circumstances beyond the control of Buyer.
59. The Buyer is not responsible for any order placed by unauthorized persons on its behalf.
60. The Supplier may be required to enter into a separate agreement on a stamp paper as per the Performa given by the Buyer, wherever applicable.

Security - For Technology Vendors

61. The Parties acknowledge that, pursuant to the Department of Telecommunications ("DoT") amendment dated 31.05.2011 (reference 10-15/2011-AS.III/(25)), made to the terms of the Unified Access Service License Agreement (the "Amendment"), Minimum Requirements for Security Policy – dated 26th September 2018 (No.20-271/2010 AS-I (Vol-III)), as per gazette notification dated 5th September 2017 with respect to the Mandatory Testing and Certification of the Telecom equipment (MTCTE) and various clarifications/rules/requirements being issued by TEC and subsequent amendment of DoT related to telecom network security which is applicable from 01-01-2019 ("Mandatory Certification") all Products supplied by the Supplier shall necessarily comply with the specification as set out in the Amendment and Mandatory Certification. Subsequent to the aforesaid, it is necessary for the Supplier to enable and ensure that Vodafone Idea Limited to meet its license obligations under the Amendment and under the Mandatory Certification. Supplier acknowledges and agrees that it has read and understood the terms of the Amendment and of the Mandatory Certification. References to Products in this clause shall include Software and each component part of the Product. This clause is without prejudice to Supplier's other obligations set out in the Agreement
62. The Supplier undertakes to Supply the Products and undertakes to rectify all security vulnerabilities (if any) made known to the Supplier on the Products, howsoever it might arise during the provision of services. Vodafone Idea Limited either directly or through an independent agency reserves the right to audit the security vulnerabilities of the Products in connected environment, at its sole discretion, at any point of time. Subsequent to the audit, in case any security vulnerabilities are identified either by Vodafone Idea Limited and / or independent agency on the Products supplied by the Supplier agrees to rectify such security vulnerabilities immediately, without any cost to Vodafone Idea Limited. The Supplier undertakes that in an event of any alleged breach and / or breach of the obligations as set out in this Schedule [-], the Supplier shall indemnify Vodafone Idea Limited against any costs claims and liabilities arising as a result of the breach. Further the indemnity given by the Supplier for each alleged breach under this clause shall be outside the purview of Limitation of Liability under any Agreement between the Supplier and the Vodafone Idea Limited.
63. Supplier shall not use or have any remote access to product supplied under this Agreement from outside India. The remote access to network would be provided only for approved location(s) within India. Supplier shall always take prior approval of Vodafone Idea Limited before using or providing remote access to any of its user



PO No: 3002859067 Date: 11-MAR-2022

64. Supplier shall permit, on reasonable notice, Vodafone Idea Limited and any governmental body (permitted under the Unified Access Service License terms or enabling legislation) to inspect (i) any hardware or software design and development facilities and (ii) associated manufacturing facilities, (including in the case of (i) and (ii) Supplier's suppliers and sub-contractors facilities) relevant to the Products. The maximum number of inspections shall be limited to two per PO issued. Where Vodafone Idea Limited is required to undertake an inspection, each Party shall bear its own costs. Where the inspection is carried out by the applicable government agency, the Parties shall share equally any costs levied by the government agency pursuant to the Amendment.

65. Supplier shall:

- a. ensure that its documentation includes a consolidated list of all security related features, where it supplies Products to Vodafone Idea Limited; and
- b. maintain a written list (available to Vodafone Idea Limited on request) of all software, firmware and hardware security related features that are implemented (clearly indicating those that are enabled) in the applicable Product where Supplier installs, support or maintains the applicable Product

Definitions

66. Deliverables means the materials, physical media, goods, Software and work product of any Services supplied pursuant to an Order;

a. Purchase Order/Contracts/Service Order/Business Partner will hereinafter after be referred to as PO.

b. Buyer means the entity named as the Purchaser on the PO

c. Supplier/ Vendor/Service Provider/Seller will hereinafter be referred to as Supplier

d. IPR means intellectual property rights; New IPR means new IPR:

(i) Incorporated or embodied in Deliverables;

(ii) Arising from the performance of the Services; or

(iii) Arising from any research, development, design, testing or other preparatory work carried out by in order to ensure that the Deliverables comply with the Order;

e. Order means the PO, these PO terms, each agreed requirements document and any associated documentation identified in one of those documents as forming part of the Order

f. PO means the purchase order

g. Price means the price as set out in the PO

h. Services means the work to be carried out by Supplier pursuant to a PO

i. Supplier means the entity named as on the PO.

j. Third Party IPR means IPR owned by any third party

k. Transfer means assign, novation or otherwise transfer

l. The term Contract or Agreement where ever interchangeably used in this PO shall mean the agreement

67. Definition: GST means the Goods and Services tax levied under the Central Goods and Services Tax Act, 2018 (CGST), State Goods and Services Tax Act, 2018 (SGST), Union Territory Goods and Services Tax Act, 2017 (UTGST) and the Integrated Goods and Services Tax Act, 2018 (IGST) as the case may be depending on the nature of transaction as to whether it is inter-state or intra-state transaction.

68. Health Safety & Well-being

a. High Risk Area: means any area or activities involving the following but not limited to: Working in confined spaces, Overhead work /Lifting operations, Ground/ Civil/Street/Construction work/ Product/Equipment safety, Radio Frequency (RF), Electrical work, Working at Height, Driving at work,(where it is an integral part of the job related driving),Field installation activities relating to hardware or infrastructure including manual and mechanized lifting of materials, Network build, operate and transfer scenarios (or component activities), Manufacturing and Distribution process involving material health and safety risks, Material handling activities.

b. Safety Plan: Document for Supplier describing their HSW management (Risk identification and Risk mitigation plan) with regards to safe delivery of the scope of work.

Legends-

JCC = Job Completion Certification
BG= Bank Guarantee
FOC= Free of Cost

FC = Final Certification
AT = Acceptance Testing by user

ADV= Advance
Irre LC= Irrevocable Letter of Credit

LC = Letter of Credit
AWB= Air Waybill

PI= Performa Invoice
INV = Invoice