

Vodafone India Services Private Limited

Reg. Off.: 127, Maker Chamber III, Nariman Point, Mumbai, Maharashtra -400021. CIN: U64201GJ1999PTC059542

**PURCHASE ORDER**

VENDOR NAME & ADDRESS		INFORMATION	
Vendor Name:	Connectivity IT Solutions Pvt Ltd	Purchase order No:	1502420394
Vendor Address:	NO.1877 3 RD FLOOR GANGOTHRI 31 ST CROSS 560070 BANGALORE India	PO Date:	26/09/2019
Vendor code:	0400151963	Status:	Approved
Phone & Fax:	9964196602	Contact Person:	Shilky Pawar
Email:	deepthi@connectivitysolutions.in		
GSTIN:	29AAGCC1283L1ZC		
BILL TO ADDRESS		SHIP TO ADDRESS	
Vodafone India Services Pvt Ltd Cluster-D, G to 4th Floor, Wing - 3, EON Kharadi, IT & ITES SEZ, Plot No.1, Survey No.77 Pune – 411014, Maharashtra GSTIN: 27AAACZ1849D2ZB IEC Code: 0302043756 PAN No: AAACZ1849D		Vodafone India Services PvtLtd Cluster-D G to 4th Floor, Wing - 3, Pune-411014 ,India GSTIN: 27AAACZ1849D2ZB	
Payment Terms: Due immediately from posting date			

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 work order supplier agrees to furnish the goods/do 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 Purchase order. The information contained herein is not to be released or disclosed for any other use or purpose other than for the execution of this Purchase order. No other form of order acceptance will be to any payment(s) that may be due to and may be caused for termination of this work order.

Item No	Material Number/ Item Description	Delivery Date	Quantity	Unit of Measure	Unit Price (currency)	Discount	Value
00001	eSIM hardwares	30.09.2019	1,000	EA	1383809.00 INR		1383809.00
	IGST (18.00%)						249085.62



Total:	1,383,809.00
Gross Conditions.	
Discount	
Freight	
Insurance	
IGST (18.00%)	249,085.62
Grand Total	1,632,894.62
Total Value (In Words):	RUPEES SIXTEEN LAKH THIRTY TWO THOUSAND EIGHT HUNDRED NINETY FOUR AND SIXTY TWO 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: We require an order acknowledgement for the following items with in 48 hrs. of issue of P.O. , If not it will be deemed as accepted by you.

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

Spl 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 to advice details of Shipment by Portal.
4. Bill of Quantity (BOQ) to be confirmed with Vodafone India Services Private Limited.
5. Invoice should capture:
 - a) Correct Communication & Ship to Address.
 - b) Correct Tax structure.
 - c) Duly signed by Authorized Signatory.
 - d) PO Number, PO Date, GRN Number on invoice.
6. Supplier need to take GRN no. from respective buyer against the delivered Services / Material prior sending invoice.
7. Supplier should deliver material / services only after receipt of approved Purchase Order and invoice date has to be after the Purchase Order date.
8. In case of IGST supply, Supplier to mention place & state of supply on invoice.
9. Invoice should be GST complaint, else will be rejected.
10. Invoice number should be up to 16 characters alpha numeric only and Invoice date (DD/MM/YYYY).
11. In case vendor does not upload his return and input tax credit is not availed as a result, all future vendor payments will be blocked till such invoice is uploaded.
12. Vendor is required to raise invoice in the same sequence as on the purchase order. 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.

Please send your invoice to the following address:

Vodafone India Services Private Limited.
Vodafone House, Building B, Corporate Road,
Prahlanagar, Off. S.G. Highway,
Ahmedabad # 380051, Gujarat, India
Attention : SSC mail room
Email : Businesssupport.In@vodafone.com
SSC helpline number +91 9979022222,

For Vodafone India Services Pvt Ltd

Authorised signatory

Terms and Conditions for PO

Annexure To PO No: 1502420394 Date: 26/09/2019

1. Performance and Delivery

- 1.1. Supplier shall supply the Deliverables and perform the Services in accordance with this Order.
- 1.2. Supplier shall comply with all reasonable instructions provided by Vodafone.
- 1.3. Supplier shall deliver the Deliverables duty paid. Risk and title in Deliverables/Services shall pass on to Vodafone after accepting the delivery.
- 1.4. All Deliverables/Services under this Order shall be delivered at place/places as specified in the Order or designated by Vodafone within the time period specified in the Order. Time shall be the essence.
- 1.5. All Deliverables shall be securely packed against theft and damage during transportation and such packaging shall conform to the specific instructions of Vodafone, if any.
- 1.6. 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, Bill of Lading or Freight Note must accompany the Supplier's invoice/delivery challan, depending on the mode of transportation. The copy shall bear Vodafone's name as consignee or if it is in the name of Supplier, necessary endorsement must be made in Vodafone's favour. The description of quantity and weight of such G.C. Note etc. should tally with that of the Supplier.
- 1.7. Vodafone shall not be responsible or liable for any Deliverables/Services that exceed the quantity ordered by Vodafone or do not comply with this Order.
- 1.8. If the services or material, as the case may be, are not delivered to Vodafone within six months from the date of issuance of this PO, the same shall be deemed to be cancelled and withdrawn, unless it is extended by Vodafone, in writing.

2. Price, Invoicing, Payment and Expenses

- 2.1. The PO value is inclusive of all taxes (except tax applicable on Supplier's income which Supplier has to pay), costs and expenses of whatever nature unless otherwise stated in the PO.
- 2.2. Supplier shall send Vodafone an invoice for the Price and applicable taxes (meeting all requirements of the relevant tax authorities and Vodafone), marked with the PO number together with all required documentary evidence establishing proof of origin of Deliverables as well as the destination for delivery.
- 2.3. Supplier shall invariably mention the Custom Tariff Number (CTN) against the invoices, as applicable.
- 2.4. Vodafone will pay such invoices to Supplier within the payment terms set out in the PO unless there has been any material breach of this Order by Supplier in which case Vodafone shall be entitled to withhold payment until the breach is rectified.
- 2.5. Vodafone may set off any sums owed to Vodafone by supplier against the Price.
- 2.6. If Supplier incorrectly charges any applicable taxes to Vodafone, Supplier shall repay such tax amounts to Vodafone together with related interest, penalties and costs within 30 days of the error being identified.
- 2.7. In the event that Vodafone 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, Vodafone shall deduct such amount from the Price and Vodafone 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 Supplier that it has passed the withholding tax on to the relevant authority.
- 2.8. Supplier warrants that it is tax resident in its country of incorporation.
- 2.9. Supplier's expenses for accommodation, travel and subsistence shall be reimbursed only if incurred in accordance with the Order and pre-approved by Vodafone to the Supplier from time to time.
- 2.10. Vodafone shall not accept any variation in the prices /rates or addition of any extra charges during the subsistence of the Order, unless mentioned in the PO.
- 2.11. Supplier shall ensure that the PO number as well as the required statutory tax numbers and date shall be clearly stated on the invoice/bill raised against the PO.
- 2.12. The Supplier shall submit its invoice immediately on delivery of material or services, as the case may be, but not later than three months from the date of delivery of such material or services. In the event of delay attributed on the part of the Supplier beyond three months, Vodafone shall not be liable or responsible to pay the Supplier.
- 2.13. The invoice to be couriered to:
Vodafone Shared Services Ltd.
Vodafone House, Building B, Corporate Road,
Prahlanagar, Off. S.G. Highway,
Ahmedabad # 380051, Gujarat, India

3. Warranties

- 3.1. Supplier warrants to Vodafone that all Deliverables and Services shall comply with all applicable laws.
- 3.2. Unless otherwise specified in this Order, 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 Order).
- 3.3. All Deliverables and Services shall be of the best quality and workmanship and shall in all respects confirm to Vodafone's requirements and warranties as specified in the Order and the agreement to which this PO relates (or the written correspondence preceding the Order where no requirements are specified in the Order).

4. Indemnity

- 4.1. Supplier indemnifies Vodafone and the Vodafone Group Companies, their respective directors and employees, against all losses, liabilities, damages, claims and costs relating to this Order in connection with: (a) any alleged or actual infringement of IPR by or relating to the Deliverables or Services; (b) any alleged or actual infringement by or on behalf of Supplier of applicable data protection or confidentiality obligations; (c) any damage to property and any injury to or death of any person arising from Supplier's default, negligence, act or omission.
- 4.2. The Supplier shall at all times indemnify Vodafone against 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 Vodafone 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 an Order.

5. Limitation of Liability

No limitation applies in respect of Clause 4. Except where liability cannot be lawfully excluded, each party's maximum aggregate liability in relation to any other claims relating to this Order 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.

6. Termination

- 6.1. Where a party materially breaches this Order (e.g. Supplier fails to deliver Deliverable/Service on time or Deliverable/Service are not as per terms of the Order) and fails to remedy the breach within 7 days of receipt of notice of the breach from the non-breaching party, the non-breaching party may terminate this Order or reject the Deliverable / Services immediately on notice. Additionally, where Supplier is the breaching party, Supplier shall repay within 7 days any part of the Price which has been paid and Vodafone may return any Deliverables to Supplier (at Supplier's expense).
- 6.2. All rejected goods shall be taken by the Supplier, at its own cost and expense within 10 days of intimation of rejection by Vodafone and such rejected goods shall under all circumstances lie at the risk of the Supplier from the moment of such rejection and Vodafone shall not be liable in any manner for shortages, quality deterioration or for any reason whatsoever. In such event, the Supplier shall refund the advances, if any, made under this Order together with interest @ 18% p.a.
- 6.3. This Order may be terminated, whether wholly or in part, immediately on notice if either party becomes unable to pay its debts as they fall due, or by Vodafone if a person who controls Supplier ceases to control Supplier.
- 6.4. Vodafone may terminate this Order at any time immediately on notice. In such circumstances Vodafone shall pay a reasonable proportion of the Price for any Deliverables or Services provided and any demonstrable committed costs reasonably incurred prior to termination.

7. IPR

- 7.1. Supplier grants to Vodafone free of charge the unrestricted licence to use Supplier's pre-existing IPR as necessary for Vodafone to receive, hold and make use of the Deliverables and the Services 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.
- 7.2. Supplier shall notify Vodafone 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 Order and to allow Vodafone on an unrestricted and free of charge basis to receive, hold and make use of the Deliverables and the Services and otherwise to fully and freely exploit any New IPR to enable it to perform its obligations under this Order and to allow Vodafone on an unrestricted and free of charge basis to receive, hold and make use of the Deliverables and the Services and otherwise to fully and freely exploit any New IPR.
- 7.3. Vodafone may grant sub-licences of the licences granted in Clause 7.1 and 7.2 to Vodafone Group Companies and third parties providing services to and receiving services from Vodafone Group Companies in connection with the Deliverables or Services.
- 7.4. Supplier shall at Vodafone'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 recognised independent third party escrow agent under the agent's standard escrow agreement.
- 7.5. Supplier shall not make use of any open source software in a Deliverable without Vodafone's prior written agreement.
- 7.6. All New IPR shall be exclusively owned by Vodafone and Supplier irrevocably and unconditionally assigns to Vodafone (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 Vodafone, Supplier shall grant to Vodafone as full and free an exclusive licence as possible of the New IPR, together with the exclusive right to control the exploitation of the New IPR.
- 7.7. Where a threat or claim of infringement of IPR jeopardises Vodafone's ability to fully and freely receive, hold and make use of any Deliverables, Supplier shall (without prejudice to any other rights of Vodafone) either obtain appropriate licences or otherwise supply re-designed Deliverables to enable Vodafone's continued exploitation of such Deliverables.
- 7.8. All licences granted under Clause 7 shall continue after termination of this Order.



8. Confidentiality and Publicity

8.1. The parties will keep in confidence from the date of this PO and until two years from the earlier of the date of termination or completion of this Order any confidential information (including customer data) obtained under this Order and will not, without the written consent of the other party, disclose that confidential information or the existence or details of this Order to any person (other than their employees or professional advisers, or in the case of Vodafone the employees of a Vodafone Group Company or their suppliers or partners who need to know the information). The parties will use confidential information obtained under this Order only for the purposes of this Order.

8.2. The obligations set out in Clause 8.1 shall not apply to information which: (a) has been published other than through a breach of this Order; (b) is lawfully in the possession of the recipient before the disclosure under this Order 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.

8.3. Supplier shall not use any Vodafone marks, trademarks, trade names, domain names and Supplier shall not use or register any confusingly similar devices, logos, trade names, trademarks or domain names.

9. Vodafone Policies and Consequence Management

9.1. Supplier shall respect Vodafone's Business Principles and shall comply with Vodafone's policies, including without limitation, the Code of Ethical Purchasing, Anti-Bribery, Data Protection and Health, & Safety Policy and Consequence Management Policy, as are available on the date of the Order at <http://www.vodafone.com/> or as made available to Supplier from time to time.

9.2. Supplier shall adhere to, and ensure that its subcontractors comply with, health and safety standards and procedures as applicable to Deliverables and Services.

9.3. 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 in so far as they apply to Deliverables and Services.

9.4. Where Supplier is in breach of its health and safety obligations (or fails to declare (or properly report) accidents (including the cause of accident), Vodafone may (without prejudice to its other rights and remedies) be entitled to withhold a maximum of 10% of the amounts payable to the Supplier under the Purchase Order until the Supplier complies with its health and safety obligation. A breach by Supplier of its health and safety obligation shall be deemed a material breach.

10. General

10.1. Vodafone reserves the right to procure Deliverable/Services from any other source.

10.2. Supplier shall insure against all foreseeable risks and liabilities which it may face in relation to this Order.

10.3. Each party may Transfer or subcontract all or any of its rights or obligations under this Order to any Group Company provided that such Group 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 Order without the prior consent of the other party.

10.4. This Order shall be governed by the laws of India and each party irrevocably submits to the exclusive jurisdiction of courts of Pune in relation to it.

10.5. Any notice under this Order shall be in writing sent by first class post to the address of the other party as set out in the PO.

10.6. All Deliverables/Services covered under this Order are subject to these terms (except where Supplier and Vodafone have executed a written contract under which this Order is issued, in which case the terms of that contract shall apply). Unless expressly accepted in writing, any qualification of these conditions in the Supplier's Order confirmation or anything contrary to or inconsistent with any of these conditions shall be deemed to be inapplicable and will be treated as invalid.

10.7. Vodafone reserves the right to accept or reject delivery of Deliverables/Services in the event of civil war, commotion, riots, epidemics, floods, strikes, industrial disputes, shortage of labour, demands or requirements of State or Central Governments, force majeure or any circumstances beyond the control of Vodafone.

10.8. Bribery and Corruption: 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 Vodafone 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 Vodafone against any costs claims and liabilities arising as a result of the breach.

10.9. Vodafone has SEZ unit duly approved by the Development Commissioner as well as DTA units. SEZ unit is exempt from the levy of Customs, Excise, Service tax, VAT, CST and/or any other duties/levies as admissible, under the provisions of the Special Economic Zone Act, 2005 and the Rules made thereunder (or under the law in force). It is mutually agreed by and between the parties that it shall be the sole responsibility of the Seller to ensure that no duties/levies are charged on any supply of materials or provision of services intended for consumption by the SEZ unit of Vodafone, provided Vodafone furnishes necessary documentation, certificates and applicable statutory forms that will enable the Seller to claim tax benefits as prescribed under the law. The price agreed between the parties is all inclusive and any claim, of whatsoever nature shall not be entertained by Vodafone at any later point of time. In case the materials or services are supplied for consumption by the DTA units of Vodafone, the Seller and its heirs and administrations hereby undertake to pay all applicable taxes including all applicable federal, state and local taxes (except as mentioned in the order and explicitly agreed to be paid by Vodafone).

The Seller and its heirs and administrations also hereby undertake to indemnify Vodafone and/or its employees at all times against all actions, cost, suits, legal proceedings, account claims, demands, losses, charges, expenses and liabilities of whatsoever nature which Vodafone and/or its employees may sustain or incur by reason including non-payment of any applicable taxes and also from and against any action which may be brought against Vodafone and/or its employees by any person (including any statutory authority) claiming any interest whatsoever accrued there under and that the Seller agrees and undertakes to pay the same forthwith at the first written demand of Vodafone without any protest or demur.

11. Definitions

"**Deliverables**" means the materials, physical media, goods, softwares and work product of any Services supplied pursuant to an Order;

"**Group Company**" means a Vodafone Group Company, or an entity which owns Supplier or in respect of which Supplier owns (directly or indirectly) 50% or more of the issued share capital;

"**IPR**" means intellectual property rights;

"**New IPR**" means new IPR: (a) incorporated or embodied in the Deliverables; (b) arising from the performance of the Services; or (c) arising from any research, development, design, testing or other preparatory work carried out by Supplier in order to ensure that the Deliverables comply with the Order;

"**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;

"**PO**" means the purchase order;

"**Price**" means the price as set out in the PO;

"**Services**" means the work to be carried out by Supplier pursuant to an Order;

"**Supplier**" means the entity named as the Supplier on the PO;

"**Third Party IPR**" means IPR owned by any third party;

"**Transfer**" means assign, novate or otherwise transfer;

"**Vodafone**" means the entity named as the Purchaser on the PO; and

"**Vodafone Group Company**" means Vodafone India Ltd. and any entity in respect of which Vodafone India Ltd. owns (directly or indirectly) 50% or more of the issued share capital (together the "Vodafone Group Companies").