

Vendor		Purchase order
CONNECTIVITY SOLUTIONS "GANGOTHRI" 31ST CROSS, 10TH MAIN, NO. 1877, 1ST FLOOR BANAHANKARI 2ND STAGE BANGALORE-560070 India Tel : 91-80-26716555 Fax : 91-80-26713547 Email : chandrika@connectivityrental.com Vendor Code : 400056 Your Person Responsible : NARSIMHA MURTHY / 9844115331		PO Number / Date : 71055804/09.JUN.2017 Version No / Date : 0/09.JUN.2017 Reason : PO Release Date : 09.JUN.2017 PO Reference : FY18JUN95887 VAT : Buyer Info : Nishant Nair / 022 66592096 Project Manager : 6011462 / sanjay.kumar3 Delivery Date : 21.JUL.2017
Ultimate Consignee/Ship to Address	Bill to Address	Physical Invoice Submission Address
	Tata Communications Ltd Regd.Office :VSB Mahatma Gandhi Road Fort Mumbai 400 001 India Tel 91 22 6657 8765 Fax 91 22 6639 5162	Refer clause for "Invoices & Payments" in PO Terms & Conditions. E-Mail for Invoice Submission : Refer clause for "Invoices & Payments" in PO Terms & Conditions.

Tata Communications Ltd is pleased to place this purchase order for the following items as per details given below.

Terms of Delivery :

Terms of Payments : Net 30, on invoice receipt with supp docs

The Standard Terms and Conditions attached, shall apply in its entirety to this document.

COPF ID : 1709494

Subject : Supply of Fortigate Appliances (Quote Ref :CS-SQ-BLR-2017-18-0186-R1)

Item	Item Code	Description	Qty	Unit	Price	Net Value
10	20004770	FORTIGATE APPLIANCES	1.00	NOS	884,534.00	884,534.00
		FG-300D 6x GE RJ45 ports, 4x GE SFP slots, SPU NP6 and CP8 hardware accelerated, 120 GB onboard storage Full BUNDLE with 24X7 Support- Term 3 years - 1				
		CST				48,649.37
		Total Price				933,183.37
		Tax Code - CI : CST @ 5.5%				

Shipping Address:

Company
Tata Communications Limited
C/o The Cotton Corporation of India Ltd,
Compartment No: -5, Godown No: - 4,
Gr Floor PLOT S5, Warehousing Comp.,
Sector KWC, Kalamboli, Panvel, Dist
Raigad (Maharatsra)
410218 Panvel
India
022- 64130930
raghuvir.pujar@tatacommunications.com

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Item	Item Code	Description	Qty	Unit	Price	Net Value
20	20004770	FORTIGATE APPLIANCES	2.00	NOS	884,534.00	1,769,068.00
		FG-300D 6x GE RJ45 ports, 4x GE SFP slots, SPU NP6 and CP8 hardware accelerated, 120 GB onboard storage Full BUNDLE with 24X7 Support- Term 3 years - 2				
		CST				97,298.74
		Total Price				1,866,366.74
		Tax Code - CI : CST @ 5.5%				
		Shipping Address:				
		Company				
		Tata Communications Ltd,				
		VSB, CFC-1, Software layout Unit,				
		Madhapur, Hyderabad 500081,				
		India				
		040 - 64520487				
		kumar.ram@tatacommunications.com				
		9246557044				

Total net value excl. tax	INR	2,653,602.00
Total net value incl. tax	INR	2,799,550.11

In Words : Rupees Twenty Seven Lakh Ninety Nine Thousand Five Hundred Fifty And Paise Eleven Only

ETHICS, CODE OF CONDUCT AND WHISTLEBLOWERS POLICY

Seller shall abide by Buyer's Code of Conduct and use the procedure mentioned in the Whistleblowers policy to submit confidential and/or anonymous complaints or provide disclosure of such matters. A copy of these documents can be provided upon request and is available at <http://www.tatacommunications.com/investor-relations/governance>. Seller shall promptly disclose any breach of these provisions to allow for timely action in their prevention and detection.

Terms and Conditions

GENERAL TERMS & CONDITIONS:

"All terms and conditions contained in the #PurchaseOrder # Standard Terms and Conditions# shall be incorporated herein by reference and shall apply to this Purchase Order. In case of any inconsistency between Purchase Order Terms & Conditions and terms mentioned on the face of the Purchase Order, the terms mentioned on the face of the Purchase Order shall take precedence and apply accordingly.

Buyer shall mean Tata Communications Limited & Service Provider shall mean CONNECTIVITY SOLUTIONS and together referred to as parties.

1. Offer and Acceptance. This Purchase Order constitutes an offer by Buyer to purchase the Materials or Services (together referred to as "Supplies") specified herein. Buyer reserves the right to revoke this offer at any time prior to its acceptance by Seller. Seller may accept this Purchase Order prior to revocation by Buyer by either (a) returning to Buyer an executed acknowledgement hereof, or (b) delivering or rendering to Buyer the Materials or Services specified in this Purchase Order. Unless Seller rejects the Purchase Order in writing or proposes

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a counter offer within five (5) calendar days of receipt, the Purchase Order shall be deemed to have been accepted by Seller and the Seller shall be bound by the terms and conditions of the Purchase Order. Any written alteration or variation in this Purchase Order by Seller shall constitute a counter-offer by Seller which shall be binding on Buyer if and only if such alterations are accepted in writing by Buyer.

2. Materials Shipment, Packaging and Packing.

- (a) Seller shall properly package and pack Materials such that the Materials are not damaged or destroyed during shipment. Each shipment shall be labeled and shall contain a packing list indicating Buyer's applicable Purchase Order number(s), part number(s) and quantities.
- (b) THE TIME(S) AND DATE(S) OF DELIVERY SET FORTH IN THIS PURCHASE ORDER ARE OF THE ESSENCE. Seller shall notify Buyer immediately when Seller has knowledge of any potential delay in delivery. Unless otherwise indicated on the face of Purchase Order, Buyer may refuse delivery of Materials made more than two (2) working days prior to the time and date for delivery specified herein. In the event of delay or incomplete delivery, the price for the Materials and Services shall automatically be reduced by such percentage as set out on the face of the Purchase Order, or where no such amount is set out in the Purchase Order then by one percent (1%) for every week (or portion thereof) in which they are not completely delivered or performed to the satisfaction of Buyer after the due dates thereof, provided, however the total amount of price reduction permitted hereunder shall not exceed ten percent (10%) of the specified Supplies, which are subject of the price reduction. The Parties recognize that such price reduction is a genuine pre-estimate of Buyers loss and is not intended to be a penalty.
- (c) Upon at least ten (10) calendar days prior written notice to Seller, Buyer may reschedule the delivery of any Materials scheduled for shipment at no additional charge.
- (d) Unless otherwise indicated on the face of Purchase Order, the price for Supplies shall include all transportation, loading & unloading costs, and delivery costs, and the Seller shall arrange for all export or import licenses with respect to Materials, to the destination identified by Buyer. Notwithstanding the foregoing, title to and risk of loss to Materials shall pass to Buyer upon delivery and acceptance by Buyer of such Materials to the location designated by Buyer or, if Seller is required to install and/or test the Materials under this Purchase Order, completion of installation and testing of such Materials by Seller. Seller agrees that it shall convey title to such Materials to Buyer free and clear of all liens, encumbrances and claims of any nature whatsoever. Seller shall, at Buyer's written request, provide Buyer with evidence reasonably satisfactory to Buyer that all security interests or liens in and to the Materials have been released or waived.
- (d) Seller shall be responsible for assuring that the quantity of Materials delivered is consistent with the quantity requested in this Purchase Order. If the quantity delivered varies from the quantity ordered, Buyer shall not be obligated to (but may, at its election) accept delivery thereof and Seller shall remain responsible for satisfaction of the unfulfilled portion of this Purchase Order. In any such event, Buyer shall only pay for the quantities of Materials actually delivered and accepted by Buyer. In addition, the Seller shall provide all relevant manufacturers warranty certificates, works tests, inspection reports, and technical catalogues along with the Materials.

3. Invoices, Payment and Set-Off.

- (a) Buyer agrees to pay for the Supplies, in the currency set out on the face of this Purchase Order. Each invoice must (A) contain (i) a description of the Materials delivered or Services rendered; (ii) the locations to which such Materials were delivered or Services were rendered and the date of delivery; and (iii) the price for all such Materials delivered or Services rendered; and (B) be accompanied by all relevant supporting documentation required by the Buyer or as set out on the face of the Purchase Order (including but not limited to tax receipts, airway/bill of lading, additional transport invoice (if any), clearance and handling charges).
- (b) Buyer shall pay all complete and undisputed invoices for Supplies (less any credits to which Buyer is entitled) as per the terms set out on the face of the Purchase Order, or where no such terms are set out on the face of the Purchase Order then within thirty (30) days of receipt of such invoice, after acceptance of the Supplies.
- (c) Buyer may deduct from any amounts due to Seller, any sum owing by Seller to Buyer. In the event of any breach by Seller of any part of this Purchase Order or any other Purchase Order between Buyer and Seller, or in the event of any lien, claim or other liability asserted against Buyer for the Supplies, Buyer shall have the right to retain out of any payments due or to become due to Seller an amount sufficient (as determined by Buyer) to completely protect Buyer from damage resulting therefrom, until the lien, claim or liability has been resolved to the satisfaction of Buyer.
- (d) Save and except where prohibited by law or unless otherwise indicated on the face of Purchase Order, all rates and prices are inclusive of all applicable taxes and duties and such other like payments as may be payable under any applicable laws, excluding octroi charges. Seller shall be entirely responsible for payment of all applicable VAT, GST, consumption tax, or other like taxes whether now or hereafter enacted, however designated, in accordance with general statutes and applicable tax law (hereafter "Taxes") and for other payment liabilities applicable to Seller such as employment, labor and social payments, miscellaneous government fees and assessments that are due. Where required under applicable law, Buyer may deduct taxes from the payments made to the Seller and shall deliver to Seller a copy of the deduction certificate as prescribed under law, reflecting the amount deducted and correct particulars of the deducting entity.

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4. Inspection and Acceptance. Buyer or its agent shall be permitted to inspect and conduct appropriate tests on the Supplies delivered, and shall be entitled to reject any Supplies which do not meet the requirements of this Purchase Order or any applicable specifications, drawings, samples and descriptions referred to in this Purchase Order or otherwise provided by Seller to Buyer in writing. No acceptance or use of the Supplies shall relieve Seller of its obligations with respect to the quantity, quality and specifications of such Supplies or Seller's warranties with respect to such Supplies. Buyer may, at its option, return non-conforming Materials to Seller for credit, require replacement of the Supplies, or a refund of the purchase price, with Seller bearing all costs and risk of loss, including repackaging, shipping and insurance costs.

5. Warranty. Seller warrants that all Supplies delivered hereunder shall conform to the specifications, drawings, samples and descriptions referred to in this Purchase Order or in the written materials provided by Seller to Buyer. Seller further warrants that all Materials purchased, delivered and installed (if applicable) hereunder shall be new, of good quality and workmanship and free from defects in material and workmanship during the Warranty Period. The Warranty Period is V(i) the warranty period set out on the face of the Purchase Order; or (ii) Seller's standard warranty with respect to such Materials; or (iii) one (1) year after acceptance of the Materials by Buyer, whichever period of time is longer,. In the event of a breach of any of the foregoing warranties, Seller shall, promptly replace such Materials or re-perform such Services at Seller's sole expense, and Seller shall reimburse Buyer for any reasonable and actual costs incurred due to such breach.

6. Termination. Buyer may terminate this Purchase Order (in whole or in part) immediately upon written notification to Seller if (i) Seller fails to deliver and install (if applicable) Materials or successfully perform the Services on time and by the due date; (ii) the Supplies do not conform to the applicable descriptions or specifications; (iii) Seller fails to perform any other material provision of this Purchase Order; or (iv) Seller becomes insolvent or makes an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of Seller's assets. Upon notice of termination, Seller shall stop work as directed by Buyer. Thereafter, Seller shall submit promptly, but in no event later than thirty (30) days from the effective date of termination, its invoice for unpaid Supplies accepted by Buyer, provided the total of such invoice shall not exceed the pro-rata portion of the price for the Purchase Order that is terminated. All completed or partially completed items and all Materials for which compensation is paid to Seller upon termination shall become the property of Buyer. No separate termination charge shall be due.

7. Indemnity and Limitation on Liability.

(a) Seller shall fully indemnify, defend, and hold harmless Buyer (and any of its affiliates), from and against, and assumes liability from, all suits, actions, damages or claims of any character brought against or suffered by Buyer (or any of its affiliates): (i) arising from Seller's performance (or non-performance) under this Purchase Order, (ii) arising from the negligence or intentional misconduct of Seller, its employees or agents, or (iii) alleging that the Supplies provided pursuant to this Purchase Order, or any part thereof, infringes or any patent, copyright, trademark, trade secret or other intellectual property interest in any country. If an injunction against Buyer's or Buyer's customer's use, sale, lease, license or other distribution of the Materials or use of the Services or any part thereof results from such a claim (or, if Buyer reasonably believes such an injunction is likely and notifies Seller of the same), Seller shall promptly, at its sole expense (and in addition to the Seller's other obligations hereunder) obtain for Buyer and/or Buyer's customers the right to continue using, selling, leasing, licensing or otherwise distributing the Materials or Services, or replace or modify the Materials or re-perform the Services so they become non-infringing but functionally equivalent (as determined by Buyer). Failure of the Seller to provide the alternatives above within five (5) days from either- (i) the issue of such injunction or (ii) the date of Tata Communications notification in this regard, whichever is applicable, shall entitle Buyer to terminate the Purchase Order for such infringing Supplies without penalty and Seller shall promptly refund to Buyer the license fees and charges for the unused Supplies, without prejudice to Buyers right to the indemnity contained herein..

(b) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS PURCHASE ORDER OR THE ARRANGEMENTS CONTEMPLATED HEREBY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES, WHETHER OR NOT DUE TO THE FAULT OR NEGLIGENCE OF A PARTY, AND REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THE LIMITATIONS OF LIABILITY ABOVE SHALL APPLY TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF A SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO SELLER'S LIABILITY ARISING FROM ANY BREACH OF SECTION 9 ("CONFIDENTIALITY").

8. Insurance. Seller shall procure and maintain with reputable insurers the following insurance policies protecting Seller and Buyer: For procurement related to Materials, the following insurance policies in the amount given below shall be procured by vendor:

(i) Commercial General Liability with insurance coverage twice the PO value

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(ii) Transit insurance as per industry practice

For procurement related to Services, following insurance policies in the amount given below shall be procured by vendor:

(iii) Workman compensation Policy in amounts as required under applicable law

(iv) Professional Liability policy with insurance coverage twice the PO value

(v) Erection Policy (in case there is erection work done by the vendor) with insurance coverage equivalent to PO value

If Seller is providing Materials AND Services, it must procure and maintain all the insurance policies described above from (i) through (v).

9. Confidential Information. Seller shall maintain as confidential and shall not disclose to any third party, nor use for purposes other than performance of this Purchase Order, any specifications, drawings, blueprints, data, business information, or other confidential information which Seller learns by virtue of this Purchase Order. On termination of this Purchase Order or at Buyer's request, Seller shall promptly return to Buyer all such information and all copies thereof. Without Buyer's prior written consent, Seller shall not in any manner disclose, advertise or publish the existence of terms of, or transactions under, this Purchase Order. No press releases shall be issued with respect to this Purchase Order without Buyer's prior written consent.

10. General

(a) Seller shall abide by Buyer's Code of Conduct, a copy of which can be provided upon request and is located at www.tatacommunications.com/investors/corp_gov.asp, and shall promptly disclose any breach of these provisions to allow for timely action in their prevention and detection.

(c) Seller is an independent contractor and not an agent or employee of Buyer. Without limiting the foregoing, Seller is not authorized to represent or make any commitments on behalf of Buyer, and Buyer expressly disclaims any liability therefore. All rights and remedies conferred by this Purchase Order, by any other instrument, or by law are cumulative and may be exercised singularly or concurrently. If any provision of this Purchase Order is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of other provisions herein. If either party fails to enforce any term of this Purchase Order, failure to enforce on that occasion shall not prevent enforcement on any other occasion. This Purchase Order shall be governed by and interpreted in accordance with the laws of India.

(d) This Purchase Order, including all attachments hereto, constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the foregoing are hereby superseded, revoked and rendered ineffective for any purpose, except descriptions of the Supplies provided by Seller to Buyer are incorporated herein by reference to the extent not in conflict with the terms hereof. This Purchase Order may be altered, amended or revoked only by an instrument in writing signed by each party hereto; no language on a party's preprinted forms shall (except as otherwise expressly stated herein) amend, modify, control or otherwise affect this Purchase Order. No verbal agreement or implied covenant shall be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding.

(e) This Purchase Order is personal to Seller and Seller shall not assign or delegate its obligations hereunder without Buyer's prior written consent.

(f) Notices required hereunder shall be in writing and shall be sufficient if personally delivered to the recipient; or if sent by an internationally recognized overnight delivery service then with written receipt by the courier of delivery; or if sent by facsimile with electronic confirmation of transmission, or by electronic mail; provided, however, any notice of a dispute and any other legal notice shall be delivered by an internationally recognized overnight delivery service with written receipt by the courier of delivery, and to the address of the Buyer and Seller provided on the face of the Purchase Order. For legal notices to Buyer a copy shall also be sent to the following address:

Tata Communications International Pte Ltd.

Tata Communications Exchange Building

35 Tai Seng Street #06-01, Singapore 534103

Attention: Legal Department

Facsimile: +65 6634 8570

Email: legaldepartment@tatacommunications.com

11. Safety. Seller shall take full responsibility for the safety of all its operations and methods necessary for the performance of services. Seller shall, and shall ensure its employees, agents, contractors, sub-contractors, and any person engaged by the Seller shall, carry out all work and services in accordance with applicable laws, rules and guidelines of statutory bodies and safe working practices, and with any safety guidelines and requirements notified by Buyer to Seller in writing from time to time. Where Seller is permitted access to Buyer's or Buyer's customers premises for the purpose of delivering the Supplies, including installation of the materials, Seller shall familiarize itself with Buyer's and its customers safety rules and shall comply with the same at all times. Seller shall take appropriate care of all property owned by Buyer and Buyer's customers which is from time to time in Seller's custody, care, or control, which care shall not be less than that taken by Seller

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with respect to its own similar property (but in no event shall less than due care be employed) and Seller shall be responsible for any loss of, or damages to, such property caused by Seller, or its employees, while in the custody, care or control of Seller.

12. Taxes, Charges and Duties:

i. Seller agrees that taxes, charges and duties if applicable shall be billed in the invoice separately as per Purchase Order

- (a) Packaging & Forwarding : Included
- (b) Excise Duty : NA
- (c) Sales Tax (VAT/CST) : As applicable in the PO
- (d) Insurance : Included
- (e) Octroi / Entry Tax : Extra at actuals, as applicable

13. Order ID :1709494**14. PROCUREMENT CONTACT PERSON:**

For all queries related to this Purchase Order, the contact person shall be as follows :

Nishant Nair

Tata Communications Limited

Corporate Legal Counsel-Supply Chain Management

3rd Floor, New IDC Bldg.,

Pune Alandi Road,

Dighi, Pune - 411 015

E-mail : Nishant.Nair@tatacommunications.com

Contact no.: +919833163646

15. USER TEAM CONTACT DETAILS:

Name :Sanjay Kumar

Contact no: +914466592674

Email ID : Sanjay.Kumar3@tatacommunications.com

16. Payment Terms:Net 30 Days on invoice receipt with supporting documents**17. Invoice shall be sent to the following Address:**

Note : Vendor should send hard copy of invoices to Accounts Payable team as address mentioned below & scanned copy of invoices to user team as contact details mentioned above.

Tata Communications Ltd

Accounts Payable

Bldg No- A2, Ground Floor,

Pune Alandi Road,

Dighi, Pune,

Pin Code-411015

Maharashtra (India)

Contact Name : Mr. Vijay Jagtap / Mr. Sadanand Kanade

Contact No. : 91-020-66137226 / 91-20-66137218

Email ID: vijay.jagtap@tatacommunications.com/ sadanand.kanade@tatacommunications.com

Escalation matrix for payments:**First Enquiry:**

Nitin Rikibe - For Service PO

Email ID: rikibe.nitin@tatacommunications.com

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Tel No. + 91-20 66137232

Sagar Suryawanshi - For Goods PO
Email ID: Sagar.Suryawanshi@tatacommunications.com
Tel No. + 91- 020-66153420

First Level Escalation:
Subhamay Gupta
Email ID: subhamay.gupta@tatacommunications.com
Tel No. + 91- 020-67343223

Second level Escalation:
Sanjeev Kumar
Email ID: Sanjeev.Kumar2@tatacommunications.com
Tel No: + 91-20-66153693

Third Level Escalation:
Rajeev Dhawan
Email ID: rajeev.dhawan@tatacommunications.com
Tel No: + 91-20-66137257

***** This is a computer generated Purchase Order and does not require any signature or stamp *****

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