

| Vendor                                                                                                                                                                                                                                                                                                         |                                                                                                                                            | Service Order (Maintenance)                                                                                                                                                                                                                                                                                             |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CONNECTIVITY SOLUTIONS<br>"GANGOTHRI" 31ST CROSS, 10TH MAIN, NO. 1877, 1ST FLOOR<br>BANAHANKARI 2ND STAGE<br>BANGALORE-560070 India<br>Tel : 91-80-26716555 Fax : 91-80-26713547<br>Email : chandrika@connectivityrental.com<br>Vendor Code : 400056<br>Your Person Responsible : NARSIMHA MURTHY / 9844115331 |                                                                                                                                            | PO Number / Date : 77025328/30.JUN.2016<br>Version No / Date : 0/30.JUN.2016<br>Reason :<br>PO Release Date : 04.JUL.2016<br>PO Reference : FY17JUN76483 VAT :<br>Buyer Info : NIKHIL MORE / 022 66592096<br>Project Manager : /<br>Delivery Date : 25.AUG.2017<br>Validity From: 26.AUG.2016 Validity To : 25.AUG.2017 |  |
| Ultimate Consignee/Ship to Address                                                                                                                                                                                                                                                                             | Bill to Address                                                                                                                            | Physical Invoice Submission Address                                                                                                                                                                                                                                                                                     |  |
| Tata Communications Ltd,<br>Wireless Station, Mandi Gaon Road,<br>P.O. Mehrauli,<br>NEW DELHI -110030<br>India                                                                                                                                                                                                 | Tata Communications Ltd<br>Regd.Office :VSB Mahatma Gandhi Road Fort<br>Mumbai<br>400 001 India<br>Tel 91 22 6657 8765 Fax 91 22 6639 5162 | Refer clause for "Invoices & Payments" in PO Terms & Conditions.<br>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, 100% advance on receipt of invoice

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

COPF ID : 429001/428773

Subject : 1 Year Support Order of Cisco Equipments for customer ICICI BANK LIMITED (Quote Ref : CS/SQ/2014-15/3647-1)

| Item | Item Code | Description                                                                                                                                                                                                                                                                                                                                                                                                                         | Qty  | Unit | Price    | Net Value |
|------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------|----------|-----------|
| 10   |           | 8X5XNBD, Install, Skill support 1 YR<br>As per quote ref.No.CS/SQ/2014-15/3647-1<br>dt.17.08.2015<br>ORDER ID : 429001 091CHAN623014684002<br><br>8X5XNBD Connectivity Support, Installation, Skill support 1 yr<br>Swatch Bharat Cess<br>Service Tax Suspe<br>Krishi Kalyan Cess<br>Total Price<br>Tax Code - RL : Service Tax @14% + SBC @ 0.5% + KKC @ 0.5%<br>The item covers the following services:<br>10 12000019 L1 Support | 1.00 | AU   | 5,500.00 | 5,500.00  |
|      |           |                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |      |          | 27.50     |
|      |           |                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |      |          | 770.00    |
|      |           |                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |      |          | 28.00     |
|      |           |                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |      |          | 6,325.50  |
| 20   |           | 8X5XNBD, Install, Skill support 1 YR<br>As per quote ref.No.CS/SQ/2014-15/3647-1<br>dt.17.08.2015                                                                                                                                                                                                                                                                                                                                   | 1.00 | AU   | 5,500.00 | 5,500.00  |

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CIN no. L64200MH1986PLC039266 website www.tatacommunications.com

| Item                                                           | Item Code | Description | Qty   | Unit | Price    | Net Value |
|----------------------------------------------------------------|-----------|-------------|-------|------|----------|-----------|
| ORDER ID : 428773 091BHIW623014670811                          |           |             |       |      |          |           |
| 8X5XNBD Connectivity Support, Installation, Skill support 1 yr |           |             |       |      |          |           |
| Swatch Bharat Cess                                             |           |             |       |      |          | 27.50     |
| Service Tax Suspe                                              |           |             |       |      |          | 770.00    |
| Krishi Kalyan Cess                                             |           |             |       |      |          | 28.00     |
| Total Price                                                    |           |             |       |      |          | 6,325.50  |
| Tax Code - RL : Service Tax @14% + SBC @ 0.5% + KKC @ 0.5%     |           |             |       |      |          |           |
| The item covers the following services:                        |           |             |       |      |          |           |
| 10 12000019 L1 Support                                         |           |             | 1.000 | EA   | 5,500.00 |           |

|                               |           |
|-------------------------------|-----------|
| Total net value excl. tax INR | 11,000.00 |
| Total net value incl. tax INR | 12,651.00 |

In Words : Rupees Twelve Thousand Six Hundred Fifty One 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 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.

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- (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.

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

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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
- (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

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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](http://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](mailto: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 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. Provision of Services Specific Obligations for India. Additional provisions set out in Annexure A, herein, shall apply where Services are performed in India.

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**Annexure A****Provision of Services Specific Obligations for India**

a. Seller warrants and represents that it is, and shall remain for the duration of the Purchase Order and Supplies performed under it, compliant with applicable laws, rules and regulations, including the Workmens Compensation Act, Payment of Wages Act, Minimum Wages Act, Employees State Insurance Act (ESI), Employees Provident Fund Act (EPF), Apprentices Act, Contract Labour Regulation & Abolition Act (CLRA), and all other applicable statutes in connection with labour, or employees engaged by the Seller or by Sellers sub-contractors. Subject to applicability, Seller shall furnish to Buyer, the documents listed below-

One Time Documents for exclusive\* and non- exclusive contractor\*\*

Copy of Purchase Order, Agreement and Work Order

Copy of WPF and ESI registration certificate (Employee compensation policy if ESIC is not applicable)

Pre-boarding Declaration from the Seller in the form set out in the Appendix 1 to this Annexure

Monthly Documents for exclusive contractor

EPF and ESIC Challans

EPF ECR

ESIC Contribution list

Monthly declaration

Signed wage register (along with site wise excel sheet) Monthly payment acknowledgement (direct transfer to employees)

Copy of CLRA License application

Copy of CLRA License

Monthly Documents for non-exclusive contractor

Monthly declaration in the form set out in the Appendix to this Annexure

\* "exclusive contractor": means a vendor who is engaged to provide services through its employees or sub-contractors where such employees or sub-contractors employees work exclusively to provide services to Tata Communications, whether at Tata Communications site, or at Tata Communications customers premises or at any other sites, including manpower agency (OMM), security services agency, facilities and other services where dedicated resources are required.

\*\* "non- exclusive contractor: means a vendor who is engaged to provide services through its employees or sub-contractors where such employees or sub-contractors employees do not work exclusively to provide services to Tata Communications and the same resource may be deputed for multiple clients of vendor.

b. Seller acknowledges that the requirements above are a material part of this Purchase Order. In case of incomplete or non-submission of compliance documents, thirty percent (30%) of the charges attributable to labour charges will be withheld by Buyer until compliance clearance has been completed. In addition, Buyer may appoint an agency to coordinate and monitor its regulatory and statutory compliance and Seller shall reasonably cooperate with such agency and will provide, for the duration of the Purchase Order and the services provided under it, and for at least five (5) years thereafter, the statutory documents specified above.

**c. Foreign personnel.**

Subject to applicability, Seller shall, in advance and at Sellers own cost and expense, obtain all necessary clearances from the Ministry of Home Affairs and the Ministry of Defense, Government of India or such other authorities as may be constituted for the purpose from time to time, in respect of all foreign personnel likely to be deployed by Seller for installation, operation, maintenance and related activities and services of network which requires foreign personnel to remain on or to access the network of the Buyer situated anywhere within the territory of India. Buyer shall assist the Seller in preparing necessary paper/documentation for this purpose to enable Seller to seek desired clearances. The copies of such clearance(s) shall be supplied by Seller to Buyer before deployment of foreign personnel at any site. For the purpose of this clause, 'foreign personnel' means personnel other than Indian citizens.

**Appendix 1****Samples of Form of Declaration****1. Form of Pre-boarding Declaration for Exclusive Contractor**

On the Letterhead of Contractor

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Place: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

TO WHOMSOEVER IT MAY CONCERN

This is to certify that in the execution of our contract work for your organisation (M/s Tata Communications Ltd.) during ----- (insert the validity period of Contract/Agreement in the portion here), our employees would be deployed invariably for your organisation and we agree and declare that they will not be deputed to any other clients/organisation(s) for their services directly or indirectly during the said period.

All the eligible employees of our organisation are covered under the ESI and EPF Act bearing ESI code No----- and EPF code No-----, and they are duly covered under other applicable legislations also.

Thanking You,

(Authorized Signature with company seal required here)

CONTRACTOR NAME : \_\_\_\_\_

NAME : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

DATE : \_\_\_\_\_

**2. Form of Pre-boarding Declaration for Non Exclusive Contractor**

On the Letterhead of Contractor

Place: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

TO WHOMSOEVER IT MAY CONCERN

This is to certify that in the execution of our contract work for your organisation (M/s Tata Communications\_\_\_\_\_Ltd.) during ----- (Contract/Agreement validity period) our employees/unorganised workers would be deployed randomly/invariably for your organisation and at the same time may be deputed/engaged with other clients/organisation(s) for their services directly or indirectly

All eligible employees of our organisation/unorganised workers are covered under the EPF & ESIC Act in the respective code of ESI code No----- & EPF code No-----and duly covered under other applicable legislations also.

Thanking You,

(Authorized Signature with company seal required here)

CONTRACTOR NAME : \_\_\_\_\_

NAME : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

DATE : \_\_\_\_\_

**3. Form of Monthly declaration for Exclusive Contractor**

On the Letterhead of Contractor

Place: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Declaration for the month of\_\_\_\_\_)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that in the execution of our contract work for your organisation (M/s Tata Communications\_\_\_\_\_Ltd.) during

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------(Contract/Agreement validity period) our employees are deployed invariably with your organisation and at the same time they are not deputed to any other clients/organisation(s) for their services directly or indirectly.

All eligible employees of our organisation are covered under the EPF & ESIC Act in the respective code of ESI code No----- & EPF code No----- and duly covered under other applicable legislations also. We are depositing their contribution on monthly basis as per the act. The copy of ----- month EPF & ESI challans are attached here with for your reference.

The list of all required documents are as below:

Thanking You,

(Authorized Signature with company seal required here)

CONTRACTOR NAME : \_\_\_\_\_

NAME : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

DATE : \_\_\_\_\_

#### 4. Form of Monthly Declaration for Non Exclusive Contractor

On the Letterhead of Contractor

Place: \_\_\_\_\_

Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Declaration for the month of \_\_\_\_\_)

TO WHOMSOEVER IT MAY CONCERN

(M/s Tata Communications \_\_\_\_\_Ltd.) during ----- (Contract/Agreement validity period) our employees/unorganised workers are deployed randomly/invariably for your organisation and at the same time they are engaged with other clients/organisation(s) for their services directly or indirectly. All eligible employees of our organisation/unorganised workers are covered under the EPF & ESIC Act in the respective code of ESI code No----- & EPF code No----- and duly covered under other applicable legislations also. We are depositing their contribution on monthly basis as per the act. The Insurance No. of insured person under ESIC Act and TTR No. under EPF Act of ----- month is mentioned here with for your reference..

IP No. under ESIC Act -

TTR No. under EPF Act -

Thanking You,

(Authorized Signature with company seal required here)

CONTRACTOR NAME : \_\_\_\_\_

NAME : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

DATE : \_\_\_\_\_

#### 13. Taxes, Charges and Duties:

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

(a) Service Tax : Extra as applicable in the PO

#### 14. Order ID & Circuit ID :

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**Tata Communications Ltd**

Regd. Office : VSB Mahatma Gandhi Road Fort Mumbai 400 001 India

Tel 91 22 6657 8765 Fax 91 22 6639 5162

CIN no. L64200MH1986PLC039266 website www.tatacommunications.com

Order ID : 429001/428773

Circuit ID:091CHAN623014684002/091BHIW623014670811

**15. PROCUREMENT CONTACT PERSON:**

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

Nikhil More  
Tata Communications Limited  
4th floor, Commercial department,  
Videsh Sanchar Bhavan,  
M G Road, Fort, Mumbai - 400 001  
E-mail :nikhil.more@tatacommunications.com  
Telephone : +91 9223550849

**16. USER TEAM CONTACT DETAILS:**

Name :Ramamurthy V  
Contact No :+91 9281009115  
Email ID:ramamurthy.v@tatacommunications.com

**17.Payment Terms: Net 30, 100% advance on receipt of invoices****18. 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  
Rikibe.nitin@tatacommunications.com, 020 66137232  
Sakshi Srivastava - For Goods PO, 91-20-67347737

Escalation Level - 1  
Santosh Shinde  
santosh.shinde@tatacommunications.com, 91-20-66137227

Escalation Level 2  
Karima Rayani  
karima.rayani@tatacommunications.com, 020-66143083

Escalation Level 3

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Rajeev Dhawan  
rajeev.dhawan@tatacommunications.com , 91-20-66137257

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

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