

## Service Order

**Supplier:** 0000000538  
 CONNECTIVITY IT SOLUTIONS PVT LTD  
 # 1877, 3rd Floor, "Gangotri", 31st Cross,  
 10th Main, Banashankari 2nd Stage  
 Bangalore KA 560070 India  
**Contact Person :** H N NARASIMHAMURTHY  
**Phone No :** 984/411-5331  
**Email Id :** MURTHY@CONNECTIVITYSOLUTIONS.IN  
**PAN No :** AAGCC1283L  
**GSTIN :** 29AAGCC1283L1ZC

<b>Service Order</b>	NTTCI-ONC0001518		
<b>PO Creation Date</b>	08/MAR/2019		
<b>PO Approval Date</b>	11/MAR/2019		
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<b>NTT Comm GSTIN</b>	33AACCN1792K1ZC		
<b>Buyer</b>	Neeraj Kamboj		
<b>Quotation Reference</b>	NA		
<b>RFQ No.</b>	NA		
<b>Currency</b>	INR	<b>Currency Conversion</b>	1
<b>State</b>	TN	<b>State Code</b>	33

Please supply following in accordance with instructions given below & subject to standard conditions mentioned overleaf.

**Bill To:** NTT Communicatns India Pvt Ltd

S-16, Siddharth,  
 3rd Floor, 15th Main Road,  
 Thiru Vi-Ka Industrial Estate,  
 Guindy Chennai TN 600032 India

**Ship To:** NTT Communicatns India Pvt Ltd

S-16, Siddharth,  
 3rd Floor, 15th Main Road,  
 Thiru Vi-Ka Industrial Estate,  
 Guindy Chennai TN 600032 India

**Service Start Date:**

**Service End Date:**

**Expected Service** 07/APR/2019

**Commission Date:**

**LD/Penalty Clause:**

**Payment Terms :** Net30

**Nature of Procurement:** Inter State

**Total Order Value:** INR 33,040.00  
 Rupees Thirty-Three Thousand Forty Only

**Bill of Material :** Appendix A

**Terms of Condition :** Appendix B

**Remarks :** PR#0000002373 1000081328

**Note :**

Appendix A and Appendix B form an internal part of this service order .

For NTT Communications India Private Limited



Authorised Signatory

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## Appendix A - Bill of Materials

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**Note :**

**Note:** Appendix A and Appendix B form an internal part of this service order.

For NTT Communications India Private Limited

  
Authorised Signatory

### Service Order

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#### Appendix B - Terms & Conditions

**1.0 APPLICABILITY OF ORDER:** This order is an offer by NTT Communications India Pvt.Ltd (hereinafter referred to as "Company") to Seller and becomes a binding contract subject to the terms hereof, when accepted by acknowledgement or commencement of performance by Seller. Company objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Seller or elsewhere, unless approved by Company in writing. In case the seller does not give written acceptance of this SERVICE ORDER within 7 days, then the SERVICE ORDER shall be deemed to have been accepted by the seller.

**SERVICES** shall mean all the items as detailed in the Appendix - A section of this SERVICE ORDER. SELLER agrees to provide support during the entire period as per the agreement. SELLER shall depute all its resources to rectify the problem / defective part within the maximum period indicated in the agreement from the time of intimation of the problem by COMPANY.

**2.0 PRICE:** Unless otherwise specified the prices stated on this order include all charges for packing, hauling, storage, insurance, transportation to point of delivery, and taxes throughout the delivery chain. Sales and other applicable taxes as specified in this SERVICE ORDER shall be payable by Company and the same shall be stated separately in Sellers invoice.

Specified prices are not subject to any variance within contractual period.

**3.0 CHANGES:** Company may at any time make changes in the scope or quantity of the SERVICES covered by this order ("SERVICES") or in other terms hereof, in which event a proportionate adjustment will be made to any price, time of performance, and other provision of this order if appropriate. Substitutions or changes in manufacturing site, process or testing, or product quantities, specifications, materials or components by Seller shall not be made without Companys prior written approval. The Company assumes no Obligation to SERVICES delivered in excess of those specified ordered.

**4.0 DELIVERY:** a) The SERVICES shall be delivered to the destination and in accordance with the schedule set out in this order. If Seller fails to, or it appears to Company that Seller will fail to, meet such schedule, Company may, in addition to all other rights and remedies provided herein or at law, require Seller to deliver the SERVICES via an expedited mode or route to meet such schedule or to reduce the delay caused, and the difference in cost of delivery shall be borne by Seller. b) Over-provision of SERVICES not approved by Company in writing will be at Sellers expense if such over-provision exceeds the quantity as stated in Companys SERVICE ORDER c) Delivery shall be deemed to have been completed upon written acceptance of the SERVICES by Company. d) All terms are in accordance with applicable terms as mentioned in the SERVICE ORDER.

LD clause / Penalty Clause: 0.5% per week subject to a maximum of 5% for delayed portion of SO value unless otherwise specified in SERVICE ORDER.

**5.0 WARRANTIES:** a) Seller expressly warrants that the SERVICES delivered shall conform to this order, to specifications, drawings, and other descriptions referred to in this order, and to any accepted samples, shall be free from defects in materials and workmanship, shall be free from defects in design unless the design was supplied by Company, shall be fit and safe for the intended purposes. Seller warrants that it is duly licensed to provide the SERVICES and that the SERVICES shall be delivered free of liens and encumbrances. b) All these warranties and other warranties as may be prescribed by law shall extend to Company, its successors, assigns and customers and to users of the SERVICES and shall survive acceptance of the SERVICES. SELLER agrees to Comply with relevant clauses as stated in the scope & Specification documents attached with this SERVICE ORDER.

**6.0 INSPECTION AND TESTING:** The SERVICES are subject to Companys inspection, testing and approval at Companys specified delivery location. Company reserves the right to reject and refuse acceptance of any SERVICES which are not in accordance with this order or Sellers representations on warranties, express or implied. Company will charge Seller for the costs of inspecting rejected SERVICES. SELLER shall rectify / repair / replace the damaged /wrongly supplied /rejected SERVICES to the satisfaction of COMPANY at no extra cost and within reasonable time agreeable to COMPANY. Payment for any SERVICES shall not be deemed acceptance of the SERVICES. All SERVICES must strictly be of the approved specimen in terms of quality, quantity, specifications, description, weight and measurement. b. Any variation, unless previously & specifically agreed to and confirmed by Company, shall lead to automatic rejection of the order and no liability will accrue to Company for such rejection. COMPANY at its sole discretion shall have the opinion to dispose the material or SERVICES so rejected and not taken back within forty-five days from the date of intimation of rejection.

**7.0 COMPLIANCE WITH LAWS AND REGULATIONS:** In fulfilling this order, Seller will comply with all applicable Indian laws and other laws (including local laws) applicable to the Seller and regulations thereto, including but not limited to laws and regulations relating to environment, health, safety, trade and labour.

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**8.0 QUALITY CONTROL:** The SERVICES shall meet Companys specifications and shall be subject to quality control inspection by Seller in accordance with Sellers quality control standards. As stated in the scope & Specification documents attached with this SERVICE ORDER, SERVICES shall be inspected by COMPANY / END USER and / or third party inspection agency nominated by COMPANY.

**9.0 INDEMNIFICATIONS:** In addition to all other rights and remedies provided herein or at law, Seller shall defend, indemnify and hold Company, its successors, assigns, employees, customers and users of the SERVICES harmless with respect to all claims, liability, damage, loss and expenses including attorneys fees incurred, relating to or caused by: a)actual or alleged patent, copyright, or trademark infringement or violation of other proprietary right, arising out of the purchase, sale or use of the SERVICES; b)actual or alleged defect in the design, manufacture or material of the SERVICES; c) actual or alleged breach of warranty, express or implied; d) failure of Seller to deliver the SERVICES on a timely basis; or e) failure of the SERVICES to meet the requirements of any laws or regulations. In the event of a claim under this paragraph, Company may at its option terminate this order or defer acceptance of the balance of the SERVICES ordered until the claim is resolved

**10.0 RISK OF LOSS:** Seller shall bear the risk of loss or damage to any material required to be used in relation to providing the SERVICES until the services are delivered to and accepted by Company.

**11.0 COMPANY FURNISHED MATERIAL:** Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Company, any material, tooling, dies, drawings, designs, equipment or other property or information furnished by Company ("Material") without Companys prior written approval. Title to all Material shall remain in Company at all times, and where practicable the Material shall be clearly marked or tagged to indicate this Ownership. Seller shall be fully accountable to Company for the location and condition of the Material. Seller shall bear the risk of loss or damage to the Material until it is returned to Company. All Material, whether or not spoiled or used, shall be returned to Company at termination or completion of this order unless Company shall otherwise direct. Unless otherwise provided, all cost of maintenance and repair of the Material shall be at Sellers expense.

**12.0 REFERENCES TO COMPANY:** Except to the extent required by law, Seller shall make no reference, advertisement or promotion regarding Company or Companys purchase or use of the SERVICES without the prior written consent of Company.

**13.0 USE OF SELLERS INFORMATION:** All information disclosed to Company in connection with this order is furnished as part of the consideration for Companys placement of this order. This information is not to be treated as confidential or proprietary and no claim will be asserted against Company, its assigns, or customers for its disclosure or use.

**14.0 TERMINATION:** a) Company may terminate this agreement and/or any order placed under this Agreement in whole or in part, without liability: (i) if Company anticipates Sellers breach of this order and Seller does not provide adequate assurance of its performance within seven (7) days of Companys request;(ii) if Services are not delivered on time or in the quantities specified; (iii) in the event of a breach or failure by Seller to meet other terms of this order, or This right shall be in addition to any other remedies provided to Company by law; or (iv)if Seller becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors. In the event of termination under this paragraph, Company may recover all moneys paid under this order together with any incidental and consequential damages.

In addition to all other rights and remedies provided herein or at law, a) Company may also purchase SERVICES in substitution for the SERVICES due from Seller and shall recover from Seller as damages the difference between the cost of such purchase and the contract price of the SERVICES. b) Company may terminate this order, in whole or in part, at any time at its convenience by way of 30 (Thirty days) notice to Seller in writing.(unless otherwise specified specifically in SERVICE ORDER) Company c) The right of termination under this paragraph shall be in addition to all other rights and remedies provided herein or at law.

**15.0 SET OFF:** Any counterclaim against Seller or any of its affiliated companies by Company or any of its affiliated companies which arises out of this or any other transaction may be set off against any money due to Seller under this order.

**16.0 ASSIGNMENT AND SUBCONTRACTING:** Seller shall not assign this order or subcontract any material portion of the performance of it without Companys prior written consent.

**17.0 APPLICABLE LAW & JURISDICTION OF THE COURTS:** This agreement and/or any order and the performance under it shall be controlled and governed by the law of India, and Seller hereby submits to the exclusive jurisdiction of the courts at Mumbai , India alone for purposes of resolving any dispute. E-mail communication shall be accepted as a legal notice / legal claim on either party. The party may choose to serve such notice communication at the registered address only by registered post /reputed courier and addressed to the appropriate authority.

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**18.0 INVOICING** Invoices should be submitted in triplicate along with shipping documentation (As Applicable) against each order within 10 days after delivery of SERVICES and must contain the following information(including SERVICE ORDER number) : a The invoice must be as per prevalent GST law and/or other applicable legislations, rules, guidelines and regulations (as amended from time to time). GST Registration number,HSN and/or SAC code and other applicable statutory details should be mentioned on the invoices.

**19.0 PAYMENT** a. On satisfactory completion of supply and/or commissioning/installation, Company will release the payment as per agreed rates and other conditions specified in SERVICE ORDER. No payment or allowance will be made for any extra work done or material supplied without an amendment to this SERVICE ORDER. b. Payment will be made by Account Payee cheques / demand draft or any other appropriate banking instrument / mechanism within 60 days of submission of bills or acceptance of material whichever is later, subject to other terms and conditions specific or unique to a particular SERVICE ORDER.

**20.0 TAXES & OTHER STATUTORY COMPLIANCES** a. Taxes will be deducted as per applicable laws. b. Seller shall comply with all the laws, rules and regulations in force, and shall obtain all necessary approvals, permissions, licenses and / or registrations, etc. and maintain such registers and record as are prescribed there under. Seller shall keep such registers and records open for inspection by Companys officials and shall supply copies / extracts of the same at our request.

The seller shall comply with all the GST and related laws. Seller shall also comply with GST related terms and conditions specified at clause No 31 of this SERVICE ORDER.

**21.0 INDEMNITY** a. Seller will indemnify and keep the Company indemnified against all losses, claims and demands suffered by or made against Company and defend Company against all actions, suits and proceedings taken against Company in respect of any legislation, statute or enactment and/ or rules and regulations or by laws framed there under, by virtue of Seller failure to observe or non-fulfilment of any statutory condition or by virtue of Seller negligence.

**22.0 NOTICE OF CHANGE** Approved Sellers are required to notify Company in writing within reasonable time prior to making any change in Service. All changes shall require approval by Company prior to implementation of change

**23.0 SAFETY OF COMPANYS PROPERTY** a. Whilst in the premises due to any reasons whatsoever, if Company property is, in any way, damaged, destroyed or mutilated by Seller or Sellers employees and / or agents, Seller will be totally responsible for the same and compensate Company for any loss.

**24.0 MISCELLANEOUS** a. Seller shall utilize any of the assets of the Company, solely for the purpose for which they have been entrusted. All confidential information, personal data, sensitive data, etc, that have been made available to Seller shall be utilized solely for the purpose of the work entrusted to Seller and shall not be disclosed to any third party under any circumstances. Company reserves its right to pursue all or any remedies, including but not limited to a claim for liquidated damages, for any breach of this confidentiality clause by Seller and / or Seller employees. b. Seller shall not claim any proprietary and / or any other right in respect of Company's trademarks and /or other intellectual property applied to Company in relation to the GOODS supplied by Seller hereunder. c. Company reserves the right to require Seller to furnish any undertaking with regard to confidentiality and nondisclosure obligation pertaining to any information / data gathered during the course of fulfilment of the order. e. All electrical / IT equipment supplied to the Company including software must be licensed with adequate certification.

**25.0 GST Related Terms & Conditions**

**25.1** Notwithstanding anything contained in this SERVICE ORDER , in case of any change in tax or introduction of a new tax, the contract price shall be increased or decreased by the amount of such increase or decrease in tax at actuals at the output side transaction of the Seller to Company. The Seller should ensure that any tax benefit arising to it as a result of changes in taxes or introduction of new taxes, including but not limited to Central Services and Services Tax Act, State Services and Services Tax Act, Union Territory Services and Services Tax Act and Integrated Services and Services Tax Act, shall be passed on by the Seller to Company.

**25.2** The Seller shall provide the item wise breakup of contract price indicating separately the basic unit price and taxes, levies & duties applicable thereon. Company shall have no liability to reimburse/pay to the Seller the excess taxes, fees, levies etc.

**25.3** If the taxes/fee levied/imposed are lower than the amount indicated in the price schedule, the Company shall be entitled to recover the difference from the Seller. The actual taxes as applicable shall also be considered for calculating the net tax benefit under GST.

**25.4** The Seller shall issue invoices or such other documents to Company for transition inventory / services availed before 1st July 2017, as would enable the Company to take credit of all such duties and taxes paid on inventory lying in its stock on 1st July 2017.

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**25.5** The Seller shall be responsible for all procedural compliances related to the payment of Indirect Taxes, including CGST, SGST, UTGST, IGST under the contract including filing of returns and payment of taxes and shall solely be responsible for any proceedings initiated by the Central or State Government or any authority constituted under GST, in respect of any non-payment, short-payment, non-compliance, penalty, interest or other such issue, and for all liabilities and expenses related to such proceedings. Any costs arising to Company on account of default of the Seller in filing of returns or payment of taxes or both shall be borne entirely by the Seller.

**25.6** The Seller shall issue appropriate tax invoice containing all prescribed particulars as required by the relevant statutory indirect tax legislation, including but not limited to breakup of applicable indirect taxes on the face of the invoice, as may be applicable to the supply being made. Any cost arising to the Company as a result of default made by the Seller in issuance of the tax invoice in a manner as required by the applicable legislation, which could result in denial of credit or not taking of credit by Company, shall be borne entirely by the Seller.

**25.7** The invoice including the tax component shall be paid to the Seller only upon filing of returns showing the supply being made and payment of taxes as applicable to the supply, with the Government. In case of any credit mis-match arising with respect to a supply being made under this contract, it shall be the obligation of the Seller to resolve the same within 10 days of generation of the mis-match being communicated or coming to the knowledge of the Seller. Any cost arising to Company as a result of the above, which could result in denial of credit or not taking of credit by Company, shall be borne by the Seller.

**25.8** In case of regular default by the Seller on payment of applicable taxes or filing of returns or issuance of proper documents entitling Company to avail credit, or rectifying the mismatch, then, notwithstanding anything contained in the contract, Company shall have the right to terminate the contract forthwith and also shall have the right to recover any loss arising to Company as a result of the default by the Seller, either by withholding the amounts due to the Seller or by recovering the said amount from the Seller.

**25.9** Notwithstanding the provision contained in clauses above, Company shall not be liable to repay or bear any liability in respect of:

- a. Payment of any taxes assessed or levied under GST by the Central or State Government or any other authority constituted under GST, which Company is liable for or on account of any act or omission on the part of the Seller for breach of this clause.
- b. Any liability arising directly or indirectly or incurred by reason of any misrepresentation by the Seller to the Central or State Government or any other authority constituted under GST, in respect of indirect taxes including but not limited to Services and services tax, and the Services and services tax compensation cess, if applicable.
- c. Any loss of credits or loss of benefit arising on account of non-filing of returns, non-payment of taxes, following the procedural compliances under GST, any compliances introduced under GST, or similar such defaults by the Seller.
- d. Any proceedings initiated by the Central or State Government or any other authority constituted under GST, on the Seller, in respect of any non-payment, short-payment, non-compliance, penalty, interest or other such issue, and for all liabilities and expenses related to such proceedings.

If any proceedings initiated against Company by the Central or State Government or any other authority constituted under GST, as a result of any default of the Seller, then the Seller shall fully indemnify and compensate Company for any cost, liability, penalty, fine, interest, legal fees or any other such amount, as a result of such proceedings.

**26.0 ANTI-BRIBERY AND CORRUPTION CLAUSE** The Vendor shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Indian Prevention of Corruption Act, 1988 and Prevention of Money Laundering Act, 2002, UK Bribery Act 2010 and US Foreign Corrupt Practices Prevention Act, 1977 and Company Anti-Corruption and Bribery Policy. The Vendor shall not engage in any activity, practice or conduct which would constitute an offence thereunder if such activity, practice or conduct had been carried out in the country in which the Vendor has business interests. The Vendor shall report to Company any request or demand which if complied with would amount to a breach of this Agreement. The Vendor shall ensure that any person associated in performing services or providing SERVICES in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those hereby imposed on the Vendor. Breach of this Clause shall be deemed a material breach of this Agreement entitling Company to terminate the Agreement including the Services immediately without prejudice to other remedies Company may hold under law, equity or otherwise

#### 27.0 COMMUNICATION

**27.1** All communications, correspondence and documentation requested in this PURCHASE ORDER shall be addressed as follows:-

## Service Order

<b>Supplier:</b> 0000000538 CONNECTIVITY IT SOLUTIONS PVT LTD OWNER : PURCHASE TEAM	<b>Service Order</b> NTTCI-ONC0001518	<b>PO Creatio</b> 08/MAR/2019	<b>Page</b> 7 of 7
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NTT Communications India Pvt.Ltd.

110, 44/F-9, Kishangarh, Vasant Kunj

New Delhi-110070