



PURCHASE ORDER							
SAGAR AND COMPANY sagar and company  jagadhri - 135003 haryana  Vendor Code : 307640				PO No. :11616400141 PO Date :17-MAY-2016  Indent No. :11616100111  Indent Date :12-MAY-16  Contact Person:Singh, Mr. Rishabjot			
SNo.	Item Description	UOM	Quantity	Price/Unit	Amount ( INR )		
1	OF009041-OFC Laying - Intercity Backbone Routes  Service Tax-Cenvat-14%  SBC 0.5%	Meter	39045	89.10000	34,78,909.50  4,87,047.33  17,394.55		
Cumulative Total				:	39,83,351.38		
Grand Total				:	39,83,351.38		
Amount in Words : Thirty-Nine Lakh Eighty-Three Thousand Three Hundred Fifty-One And Thirty-Eight							
Note : PO for ROW for Kaladungi-Nainital OFC route							
Payment Terms : As per Annexure attached							
Delivery : 90 days from the date of PO							
Ship to Address : At site							
Bill to Address : Plot No A- 68,Sector - 64,Noida,Noida,Noida,201301,IN							
P&F	Freight	Insurance	Excise/CD	CST/LST/VAT/SER	WCT	Install	Octroi
N.A.	N.A.	N.A.	N.A.	4,87,047.33		N.A.	N.A.
Warranty : N.A.							
AMC :							
AMC Date : TO							
Additional Note : For Goods, Software : Undelivered portion of the PO will be deemed as cancelled after 4 months : For Services, Turnkey : Undelivered services will be deemed as cancelled after 12 months from the date of this PO.							
Reg. Address :Suman Tower, Plot No. 18, Sector 11,Gandhinagar 382 011 Gujarat, India. Tel -91 79 6671 4000, Fax-91 79 2323 2251, www.ideacellular.com							
Local Address :Plot No A- 68,Sector - 64,Noida,Noida,Noida-201301,IN							
CST No. : 5261805 dT. 11.07.96 Ser TN : AAACB2100PST007 TIN No. : 09876801264 CIN-L32100GJ1996PLC030976							



Delivery Schedule for PO No : 11616400141						
SNO.	PO Line No.	Shipment No.	Item	Item Description	Quantity	Promised Delivery Date
1	1	1	OF009041	OFC Laying - Intercity Backbone Routes	39045	10-AUG-2016

1. Idea Cellular Limited (hereafter called 'ICL') follows strict governance system and requires all its Suppliers / Vendors / Contractors / Business Partners (hereafter called 'Supplier') to follow a strict code of conduct in line with philosophy of ICL Code of conduct to be followed by its Suppliers as provided in detail at I-supplier portal at the web link of Idea Cellular Ltd. (ICL): <http://www.ideacellular.com/supplierconnect>. The Supplier should agree to abide by the same. Mandatory compliance with Supplier Code of conduct is necessary for On-boarding of Supplier to ICL
2. Supplier agrees to be bound by and to comply with all terms set in the Purchase Order/Contract/Service Order (hereafter called 'P.O.') including any amendments, supplements, specifications and other documents referred to in this Order. Acknowledgement of this Order in writing, including without limitation shall be deemed acceptance of this Order; which shall constitute the contract; In the event no communication is received from Supplier within 7 days of the issue of this order it will be construed that the P.O. has been accepted. It is preferred that Supplier accepts the P.O. issued by ICL in I-supplier module accessible to all its suppliers.
3. All notices, reports, requests, demands and other communications under this Agreement or in connection herewith shall be written in English language and shall be sent personally or by registered mail to the respective parties.
4. This Agreement shall be deemed to have been entered into the local Court of the respective city from where order is released and only Courts in the respective city from where this order is released will have jurisdiction in all matters arising out of this order.
5. The prices, terms and conditions mentioned in the order will be taken as final and cannot be changed till the obligations under the contract are duly fulfilled.
6. The Supplier may be required to enter into a separate agreement on a stamp paper as per the proforma given by the ICL, wherever applicable.
7. The ICL is not responsible for any order placed by unauthorized persons on its behalf.
- 8.1. Supplier shall indemnify, defend and hold harmless the ICL and its officers, directors, employees and agents and in any respect to any and all claims, demands, recoveries and deficiencies, including interest, penalties and reasonable attorney's fees arising as a result of, or in connection with, any breach by Supplier to perform any of its representation, warranties, undertaking or other relief arising out of any claim that the goods/services may have suffered as a reason of any process, technique or means of manufacture adapted by Supplier and any infringement or violation of any intellectual property right. Such indemnification shall survive the expiration of this agreement.
- 8.2. The Supplier undertakes to protect/indemnify ICL to the fullest extent for any cost, loss or damage suffered by the ICL arising out of infringement of the patents of the territory, copyright or registered designs or any other intellectual property rights of third parties by use of the goods or services for their intended purpose delivered by the Supplier under this Agreement.
9. The designs, drawing and samples and any other technical information given by the ICL for fabrication of goods ordered should not be disclosed to any other party and should not be utilized for manufacturing same or similar goods of any other party other than the ICL and should be returned to the ICL on demand.
- 9.1. Without the prior written consent of the ICL, Supplier shall not disclose any commercial, technical or other information furnished by the ICL, pursuant to this Agreement, to a third party or to the general public.
- 9.2. Without any prior written consent of the ICL, Supplier shall not use or cause to be used the information furnished by the ICL under this Agreement for any purpose other than for the purpose of this Agreement.
- 9.3. the restriction provided for in sub-section 9.1 and 9.2 shall survive the expiration or termination of this Agreement. Supplier shall not advertise or publish in any manner that Supplier is contracted to or is, or has been, supplying goods to the ICL
10. The goods manufactured by the Supplier on the basis of any data/drawing/design furnished by the ICL must not be sold or divulged to any other party. If the Supplier manufactures excess quantity of goods than the order placed with him, he shall reserve the same for ultimate sale to the ICL on its demand. On no account shall the Supplier sell the goods to any other party except with the written consent of the ICL. The same condition applies to the supplies rejected by the ICL at various stages.
11. Trademarks of which the ICL is either registered proprietor or registered user shall, if so approved by the ICL, be used only on the goods to be supplied to the ICL and in the manner elaborated by the ICL Their use, in any manner, with relation to the products of the Supplier and not for use by the ICL shall be strictly prohibited and in the case of violation of this condition the Supplier shall be liable to strict legal action.
- Unless otherwise agreed between the parties hereto, all tools, equipments, dies, jigs, specification and other material (except that of Supplier's as defined below) or every description furnished by the ICL to Supplier or paid for by ICL shall be and remain the sole property of ICL and shall be plainly marked and/or otherwise clearly identified as property of Idea Cellular Limited. Such property shall be stored separately, apart from Supplier's own property and except only reasonable wear and tear, such property in the possession of Supplier shall be kept at Supplier's risk and Supplier shall be responsible for all maintenance thereof. At ICL's request such property shall be insured at Supplier's cost to an amount acceptable to ICL with loss payable to ICL. Such property shall be used only for the purpose of and in connection with this Agreement. Such property shall be subject to ICL's inspection at any time during business hours. The property shall be placed in ICL's immediate possession on demand and returned upon expiry or termination of the agreement.
12. If Supplier makes any inventions, devices or designs based on the specifications by drawing test data based on any other information furnished by ICL, the Supplier shall promptly disclose them in writing to ICL, and Supplier and ICL shall negotiate in good faith to determine the use and disposition of such invention, devices or design.
- If any intellectual property right or invention, device or design under application for an intellectual property right is embodied in goods which will be manufactured by Supplier and delivered to ICL, Supplier shall notify ICL thereof in advance.
13. Terms for P.O. Cancellation:
  - 13.1. Cancellation For Default: ICL shall at all times have the right to cancel the P.O. for the suppliers' default OR failure to fulfill the obligations under the P.O. in whole or in part OR if the Supplier refuses or fails to comply with the provisions of the P.O. OR fails to make progress as to endanger performance and does not correct such failure or default after written notice within a reasonable time or fails to complete the supply/work in the time specified. ICL also reserves the right to cancel or amend the P.O., if there are any rejections or escalation in price, without, in any manner, incurring any liability. In such an event ICL may get the whole or residual part of supply/work done from other Suppliers at the risk and cost of the existing supplier. In case of cancellation of P.O. owing to failure of supplier, the amount due to him on account of supply / work effected by him, if payable, shall be paid to him only after due recoveries as per provisions of P.O. , and that too after alternative arrangements to complete the supply / work has been made.
  - 13.2. Cancellation due to Liquidation: In the event of the Supplier going into liquidation or winding up their business, or making arrangements with their creditors or failure to observe any of the provisions of the P.O. , ICL shall have the right to cancel this P.O. forthwith in addition to any / without prejudice to any other rights or remedies. ICL will also be entitled to claim from the Supplier any costs or expenses or losses that ICL may incur by reasons of the breach of the P.O. or the part of the P.O. by the supplier. ICL also reserves the right to divert the balance order to any alternate Supplier as may be deemed fit and proper at any time during the pendency of the Supplier at the sole risk, cost and responsibility of the supplier, if the performance is found to be unsatisfactory and is detrimental to the interest of ICL
  - 13.3. Cancellation owing to change in ICL's operational need: This P.O. shall be made on express understanding between the parties that should at any time during the P.O. execution, substantial change in operational needs occur, making it impractical for ICL to take supplies / work provided as estimated at the time of conclusion of this Purchase Order, ICL shall notify such change to the Supplier promptly and on such notice both parties may meet immediately in order to bring about an agreement satisfactory to both. In the event that no such agreement is reached, this P.O. shall stand cancelled without any financial implications on either side without prejudice to the rights of either parties on any matter pertaining to the performance of the P.O. prior to and/or up to such cancellation. If the P.O. is cancelled because of any reason stated here, ICL reserves the right to invite fresh offers for the whole or balance portion of the supply / work and the Supplier will not be entitled to any claim by way of damages or compensation in respect of the supply / work thus cancelled.

- 14.** In the event above cause or causes continue to exist for a maximum of three (3) months or more the non-defaulting party may, at its option, suspend or terminate this Agreement by giving notice upon default to that effect in writing to the other part in an appropriate manner.
- 15.** Any claims accepted by the ICL arising from the defects in material supplied by the Supplier; within warranty/guarantee period - will be passed to the Supplier for similar acceptance. ICL's decision in this matter shall be final and binding on the Supplier.
- 16.** Supplier at their end shall maintain an inspection, testing and process control system acceptable to ICL covering the supply and work which will be rendered to ICL; to ensure compliance with this Order and shall keep complete records available to ICL for three (3) years after date of completion of this Order.
- Acceptance of such system by ICL shall not alter the obligations and liability of Supplier under this P.O. The fulfillment of P.O. by the Supplier to ICL will not constitute acceptance by ICL. Only after inspection and satisfactory test by ICL acceptance of the supply or work will be completed and communicated to the Supplier and till such time the supply/work shall remain with ICL of Supplier's account on approval basis only. All supply or work accepted are subject to final approval of ICL regarding quality and specifications.4. ICL reserves the right to reject, if further defects are noticed, even if in the first instance the goods/services have been accepted by ICL and payments made. Decision about such rejections at whatever time made shall be final and binding upon the Supplier and the Supplier shall not object to it in any manner whatsoever. All packing, octroi, freight and handling cost or any other cost of such rejected material will be borne by the Supplier.
- 17.** Goods/services supplied must be according to the sample previously approved by the ICL. ICL shall be entitled to reject the goods/services which in its opinion are not according to the sample. If the goods/services are not approved by the ICL for any reason whatsoever, the ICL shall not be liable to pay the price of such rejected goods.
- 18.** The Supplier shall replace the rejected material/services within 3 days' time from the date of receipt of the ICL's report of rejection at the place of supply/workmanship/services specified by the ICL Otherwise supply/workmanship/services rejected would be bought in from open market (from other sources / suppliers) on Supplier's account and the respective amount will be deducted from the invoice or debited to the Supplier's account.
- 19.** The ICL assumes no obligations to goods/services delivered in excess of those for which order was placed.
- 20.** All the material/services of this order should be supplied within the time specified herein or as communicated by the Commercial department of ICL by separate delivery schedules. The Supplier agrees and accepts that, In case Supplier commits delay in delivery of supply/work, which is not approved by ICL, ICL shall without prejudice to any other rights or remedies, have a right to recover the Liquidated Damages from the Suppliers may be specified in the Purchase order, in absence of which, it will be 0.5% of Purchase Order/Contract/Service Order value per week for which whole or part of the supply product remains undelivered; subject to maximum of 5% of the P.O. value unless otherwise specified. In case Liquidated damages is specified in P.O., then those would supersede the LD clause mentioned here. Willingness to pay or suffer liquidated damages shall not relieve the Supplier from requirement of timely execution and delivery.
- 21.** Loading, Packing, Forwarding, cartage and freight charges will be borne by the Supplier unless otherwise stipulated in the purchase order.
- 22.** Dispatch documents for the material dispatched i.e. test certificates, L.R. /A.W.B. /B.L. Copy, B.O.E. (as applicable), P.O. Copy\*\*, Invoice - Duplicate for Transporter (DFT) ; mentioning Purchase order no., Excise Gate Pass, Packing list, Advance Shipment Note (ASN) , Transit forms and other documents as defined in Order should be mandatorily sent with material dispatched to "Ship To" address mentioned in order or to ICL's Warehouse, failing which the material will not be accepted. It is Mandatory for Supplier to create ASN for all shipments in I-supplier module at the time material is being dispatched.
- \*\* In case Supplier is entering all the details in I-supplier then attaching the Purchase order copy is not mandatory.
- 23.** Invoice should be submitted for:
- Supply Items: along with delivery of goods
  - Work related Items: within 5 days from the date of completion and final certification of work.
- 24.** Original Invoice mentioning the Purchase Order no. and Delivery Challan copy should be dispatched to "Bill To" Address or the Circle Office as mentioned in the Purchase order.
- Invoice related queries shall be submitted by the Supplier to ICL Vendor Helpdesk at the respective Circle office.
- 25.** ICL declines all responsibility of payment where proof of delivery effected cannot be given towards satisfactorily supply of deliveries and/ or services.
- 26.** Variations to these terms, if any, will be specifically highlighted in the P.O. in specific cases and shall supersede those mentioned herein.