



PURCHASE ORDER							
SUSHIL KUMAR AND COMPANY #28004,GALI NO.1 SUBHASH BASTI BHATINDA - 151001 PUNJAB Vendor Code : 283554				PO No. :11616400174 PO Date :18-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	45065	91.80000	41,36,967.00 5,79,175.38 20,684.84		
Cumulative Total				:	47,36,827.22		
Grand Total				:	47,36,827.22		
Amount in Words : Forty-Seven Lakh Thirty-Six Thousand Eight Hundred Twenty-Seven And Twenty-Two							
Note : PO for obtaining ROW on Nainital - Haldwani route							
Payment Terms : As per Annexure attached							
Delivery : Refer Delivery Schedule for details.							
Ship to Address : At site							
Bill to Address : PlotNo.A-68,,Sector-64,,,Noida,,UP,201301,IN							
P&F	Freight	Insurance	Excise/CD	CST/LST/VAT/SER	WCT	Install	Octroi
N.A.	N.A.	N.A.	N.A.	5,79,175.38		N.A.	N.A.
Warranty :							
AMC : N.A.							
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 : 11616400174						
SNO.	PO Line No.	Shipment No.	Item	Item Description	Quantity	Promised Delivery Date
1	1	1	OF009041	OFC Laying - Intercity Backbone Routes	45065	15-AUG-2016

1. The confirmation of this order shall be in writing which shall constitute the contract. The information shall be communicated within 7 days of receipt of this order. If the purchase order is not accepted within 7 days from the date of receipt by the Supplier, Idea Cellular Ltd., hereinafter referred to as the "Company", shall be at liberty to cancel the same without incurring any liability whatsoever.

2. The Company declines all responsibility of payment where proof of delivery effected cannot be given satisfactorily.

3. The delivery of goods by the Supplier to Company will not constitute acceptance by the Company of the said goods. Only after inspection and satisfactory test by the Company acceptance of the goods will be completed and communicated to the Supplier and till such time the goods shall remain with the Company of Supplier's account on approval basis only.

4. All goods accepted are subject to final approval of the Company regarding quality and specifications. The Company reserves the right to reject, if further defects are noticed, even if in the first instance the goods have been accepted by the Company 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.

5. The Supplier shall replace the rejected material within 3 days time from the date of receipt of the Company's report of rejection at the place of supply specified by the Company. Otherwise material rejected would be bought in open market on Supplier's account and the amount will be deducted from the bill or debited to the Supplier's account.

6. Goods supplied must be according to the sample previously approved by the Company. The Company shall be entitled to reject the goods which in its opinion are not according to the sample. If the goods are not approved by the Company for any reason whatsoever, the Company shall not be liable to pay the price of such rejected goods.

7. The Company reserves the right to cancel or amend this order or any part thereof for the following reasons: (a) irregularities in supply; (b) rejections; (c) escalation in price; or (d) not required by the Company, without assigning any reason and without, in any manner, incurring any liability. Company's decision shall be final in disputes arising out of purchase order. Money due to the Company either as damages or under any other order may be adjusted when setting payment against this order.

7.1 Supplier shall indemnify, defend and hold harmless the Company 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 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.

7.2 The Supplier undertakes to indemnify the Company to the fullest extent for any cost, loss or damage suffered by the Company 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.

8. The Company assumes no obligations to goods delivered in excess of those for which order was placed. Purchase order should be attached/enclosed along with the challan failing which the material will not be accepted.

9. All the material of this order should be supplied within the time specified herein or as communicated by the purchase department of the Company by separate delivery schedules.

10. The invoice must be submitted in duplicate to the respective office. Purchase Order No., date & Supplier's Delivery note no. must appear on the invoices submitted for payment. The invoice not fulfilling these requirements will be returned.

11. If the order is not executed within the specified period, it will be treated as cancelled and the material will be bought in open market and the Supplier will be liable to make good the loss or damage suffered by the Company.

12. The Company is not responsible for any order placed by unauthorized persons on its behalf.

13. The designs, drawing and samples and any other technical information given by the Company 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 Company and should be returned to the Company on demand.

13.1 Without the prior written consent of the Company, Supplier shall not disclose any commercial, technical or other information furnished by the Company, pursuant to this Agreement, to a third party or to the general public.

13.2 Without any prior written consent of the Company, Supplier shall not use or cause to be used the information furnished by the Company under this Agreement for any purpose other than for the purpose of this Agreement.

13.3 The restriction provided for in sub-section 13.1 and 13.2 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 Company.

14. The goods manufactured by the Supplier on the basis of any data/drawing/design furnished by the Company 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 Company on its demand. On no account shall the Supplier sell the goods to any other party except with the written consent of the Company. The same condition applies to the supplies rejected by the Company at various stages.

15. Any modification of these conditions must be in writing.

16. The Supplier may be required to enter into a separate agreement on a stamp paper as per the proforma given by the Company, wherever applicable.

17. Company extends warranty for all its products. Any claims accepted by the Company arising from the defects in material supplied by the Supplier will be passed to the Supplier for similar acceptance. Company's decision in this matter shall be final and binding on the Supplier.

18. 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.

19. Packing, Forwarding, cartage and freight charges will be borne by the Supplier unless otherwise stipulated in the purchase order.

20. All bank charges etc., if any, shall be borne by the Supplier if payment is required through bank.

21. Trade marks of which the Company is either registered proprietor or registered user shall, if so approved by the Company, be used only on the goods to be supplied to the Company and in the manner elaborated by the Company. Their use, in any manner, with relation to the products of the Supplier and not for use by the Company shall be strictly prohibited and in the case of violation of this condition the Supplier shall be liable to strict legal action.

21.1. 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 Company to Supplier or paid for by Company shall be and remain the sole property of Company 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 Company's request such property shall be insured at Supplier's cost to an amount acceptable to Company with loss payable to Company. Such property shall be used only for the purpose of and in connection with this Agreement. Such property shall be subject to Company's inspection at any time during business hours. The property shall be placed in Company's immediate possession on demand and returned upon expiry or termination of the agreement.

22. If supplier makes any inventions, devices or designs based on the specifications by drawing test data based on any other information furnished by Company, the Supplier shall promptly disclose them in writing to Company, and Supplier and Company shall negotiate in good faith to determine the use and disposition of such invention, devices or design.

22.1. 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 Company, Supplier shall notify Company thereof in advance.

23. Unless otherwise specifically stated in this Agreement, neither Supplier nor Company shall be responsible for any delay or default in the performance of its obligations under this agreement due to contingencies beyond its control such as natural disaster, war, insurrection, epidemic, riot, revolution, commotion or governmental restriction. If either party hereto is prevented by such causes from performing its obligations under this Agreement, such party shall promptly notify the other to that effect.

23.1. In the event that such 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 to that effect in writing to the other part in an appropriate manner.

24. 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.

25. 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.