



**TATA TELESERVICES LIMITED**  
CIN:U74899DL1995PLC066685

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**Your vendor number with us**  
1223960

AASHU LOGISTICS AND PACKAGING PVT L  
N.H - 37 Basistha Chariali,Amri, PO  
Guwahati-781029  
Ph No: 03612304266  
Fax No: 03612304266  
E-Mail: amitsingh@aashulogisticspackagingpvtltd.com  
GSTNO: 18AAKCA4600M3ZI  
Assam

**Work Order**

**WO Number/Date**  
**8606038200 / 24.10.2017**  
**SCM Buyer**  
41887 , Abhijit Sengupta  
**Vendor Representative**  
Amit  
**User**  
43282 , Jayanta Ganguly  
**eNFA Number: 30092**

**Delivery location:**

Tata Teleservices Limited  
C/o, Debasish Bora RICON Building  
Rajgarh Road Near Rajgarh Tinali,  
Guwahati kamrup metropolitan  
781003 ASSAM  
GSTNO : 18AAACT2438A1ZS  
Assam

**Delivery date: 23.12.2017**

**Billing Address:**

Tata Teleservices Limited  
Plot No 107(B), Nabl n Chandra Bora,  
Bordoloi Nagar,Tinsukia Town, Tinsukia  
Assam  
786125  
GSTNO: 18AAACT2438A1ZS

**Please send your invoices to the following address for payment:**

Intelenet Global Services Pvt. Ltd  
Tata Tele Process  
Ashar IT Park, Second Floor, Jayshree Baug, Road No. 16-Z,  
Wagle Industrial Estate, Thane (West) - 400 604, MAHARASHTRA  
Telephone number - + 9122-66671076,Email  
address:vendor.support@tatatel.co.in

**Terms of payment:** 100%-30Days(comp of work) or Inv(cert)(later)-Help

**Currency INR**

We are pleased to inform that your offer has been accepted. Please arrange to supply, subject to the terms and conditions stated below.

Regd Office Address: Jeevan Bharati,10th floor, Tower-1, 124 Connaught Circus,New Delhi, 110001,INDIA,Ph No: 011-23327072-76, Fax No:011-23305535

Circle Office Address: ,Rajgarh Road Near Rajgarh Tinali,,Guwahati kamrup metropolitan, ,ASSAM, Assam ,781003,INDIA, Ph No: ,Fax No: ,email: scm.helpdesk@tatatel.co.in,website:

www.tatadocomo.com

GST Reg No: 18AAACT2438A1ZS

PAN No:AAACT2438A



**TATA TELESERVICES LIMITED**  
CIN:U74899DL1995PLC066685

Line Item	Material Code	Acc Asst, HSN	Description	Order Qty.	Unit	Unit Price	Value
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Revision 1 and Last changed on 24.10.2017.

00010 K , TX,De-Inst,Packing&Transport at 6 Locati  
1 Activ.unit

Basic Price	1	AU	80,000.00	80,000.00
Purchase Price	80000.00	1AU		80000.00

Cost Center : ASUODBDTCD Des : AS Dual Technology  
Gl Acct No : 0000330901 Des : NETWORK RELOCATION EXPENSES

The item covers the following services:

10	803579	9987,De-Installation, Packing & Transportio	1	EA	80,000.00	80,000.00
	CGST	9.00 %				7200.00
	SGST	9.00 %				7200.00

**Total Value 94400.00**  
( Rupees Ninety Four Thousand Four Hundred Only )

General Terms and Conditions for Supply and / or Service

The following General Terms & Conditions of Contract shall govern all the Purchase Orders of TTSL & TTML:

1) Scope: The scope of Supply / Services by Vendor respectively shall include (a) in case of supply, provision and installation of machinery/equipments or products, and in case of services, provision of Service / execution of Work to TTL' s satisfaction, (b) obtaining statutory clearances in respect of installation of machinery /execution of Work / provision of Service, (c) procuring at his own cost third party liability insurance, comprehensive auto liability insurance, employee related insurances namely workmen compensation insurance and personal accident insurance, errors and omissions insurance (also known as Professional Indemnity Insurance). Unless otherwise stated, insurance should be taken for an appropriate amount as per good industry practice / as per law. Vendor shall ensure that TTL is named as a joint insured in the insurance policies wherever applicable.

- 2) PO Acceptance: The vendor shall acknowledge the receipt of the PO/WO within 72 hours of receipt, and failure to accept the same within the said timeline shall amount to deemed acceptance of the PO/WO along with all the terms and conditions mentioned herein. The vendor must check and confirm that the HSN code for Material/Service in the PO is correct. In case of any anomaly the same must be communicated to the Buyer and get required amendments done in PO.
- 3) Authority to amend / modify the PO/WO: TTL may, at any time, make changes in the delivery schedules, drawings, quantities, designs and specifications for indigenous supply. Such changes shall be communicated by TTL through amendment of PO/WO.
- 4) Quality & Workmanship: The goods supplied by the Vendor shall be of the best quality and workmanship and comply with the specifications of TTL PO in all respects to the satisfaction of TTL. The Vendor shall supply the goods in accordance with the particulars given in the Purchase Order unless any deviation is authorized as an exception expressly specified in the Purchase Order. If any defects develop in the goods during the Warranty Period referred in the Purchase Order, the Contractor shall repair and/or replace the goods (or parts thereof as the case may be) at no extra cost to TTL within the period/s specified by TTL.
- 5) Warranty: The Vendor shall be responsible for provide service period of 12 calendar months / OEM warranty period (whichever is higher) after goods have been taken over by TTL, for any defects that may develop under the conditions provided for by the PO and shall remedy such defects at his/its own cost when called upon to do so by TTL. If it becomes necessary for Vendor to replace or renew any defective portion of the goods, such replacement or renewal shall be made by the Vendor, without any extra cost to TTL.
- 6) Post Warranty Support: After the expiry of warranty period and subject to the terms of the warranty as set forth hereinabove, the Vendor shall continue maintenance support to TTL, which includes necessary and adequate service facilities, at mutually agreed terms.
- 7) Packing: The Vendor shall be held responsible for the goods being sufficiently and properly packed for transport by rail, road, air or sea so as to ensure they free from loss or damage or injury on arrival at their destination. Disclosures and symbols are necessary to ensure proper handling of the packages (e.g., 'this side up'. 'Highly Inflammable' should be displayed on the packages, wherever necessary. (Goods)
- 8) Deliveries: The date of delivery of goods/services stipulated in the Purchase Order shall be deemed to be of the essence of the Purchase Order, and delivery must be completed not later than the dates specified therein. Should the Vendor fail to deliver the goods or any consignment thereof within the period prescribed for such delivery, TTL shall be entitled (i) recover from the Vendor as Liquidation Damages, a sum of 5% of the price of any of the goods/services, OR (ii) purchase the goods/services from another vendor with the Contractor being responsible for paying the differential cost of the goods bought from the alternate vendor.
- 9) Installation & Commissioning: Installation of the goods /materials/equipment, if applicable, shall commence as per advice from TTL and shall complete in all respects within agreed timelines, unless otherwise agreed in writing for change.
- 10) Inspection & Consequences of Rejection: On receipt of the goods, TTL shall inspect and test the goods, if necessary, and TTL's authorized representative decision as regards acceptance / rejection of goods shall be final and binding on the parties. If any goods are rejected, TTL shall be at liberty to (i) allow the Vendor to replace those rejected goods within a

time specified by TTL, the Vendor bearing the cost of freight in such placement without being entitled to any extra payment, OR (ii) buy the quantity of goods rejected or others of a similar nature elsewhere at the risk and cost of the Vendor OR (iii) terminate the contract / cancel the Purchase Order and recover from the Vendor the loss TTL may have thereby incurred due to delay in supply of goods. The goods rejected by TTL's authorized representative must be removed by the Vendor within 7-days from the date of receipt of rejection notice and at his own cost. (Goods)

11) Appropriation: Whenever under this PO/WO any sum of money is recoverable from the Vendor, TTL shall be entitled to recover the differential cost incurred on purchasing the goods/service from an alternate vendor. The differential amount shall be recovered by TTL by debiting the Vendor account against any current amount payable by TTL or which becomes payable in the future to the Vendor. The % of penalty would be levied basis of mutual agreement only on case to case basis.

12) Subcontracting: The Vendor shall not be entitled without TTL's consent to assign or transfer to a third party all or part of the benefits or obligations of this Purchase Order. TTL may assign rights and obligations under this Purchase Order to any third party by giving intimation to the Vendor to that effect.

13) Dispute Settlement, Governing Law & Jurisdiction: Any disputes arising out of or under this PO/WO shall be settled through arbitration proceedings to be conducted in Mumbai under the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendment or re-enactment thereof for the time being in force. However, if a legal contract exists with vendor and the place of arbitration mentioned in contract is different from Mumbai, then place of arbitration in contract will take precedence over the PO. These PO/WO terms and conditions shall be governed by the laws of India. The Courts in Mumbai shall have exclusive jurisdiction over the disputes arising under this PO/WO. The proceedings shall be conducted in the English language.

14) Non-Exclusive: TTL reserves the right to procure goods and / or Services from third parties in addition to or in substitution of the Vendor.

15) Representation: The Vendor shall execute all instructions outlined in the Work Order in a timely, diligent, competent and professional manner. The Vendor hereby represents and warrants that all Services supplied hereunder shall be performed in accordance with the description of such Services mentioned in the Work Order. The Supplier of service shall observe and conform to all material laws and standards of business ethics and honest business practices and shall not act, and shall refrain from acting, in any manner that could materially harm or tarnish the name of TTL or the good will of TTL. (Services).

16) Statutory Compliance: Vendor shall comply with all statutory obligations under all applicable laws, statutes, rules and regulations which include, but are not limited to, Provident Fund, Employees State Insurance, Minimum Wages, Contract Labour, Child Labour, and other industrial & labour enactments, from time to time. A vendor of materials shall be bound by the Indian laws regarding Goods and Services Tax (GST) or any other applicable tax. A vendor shall be bound by the GST obligations under the Indian law. Under the new law pertaining to the levy of GST:

- o It is the responsibility of the Vendor to charge appropriate tax on the invoice. In case of incorrect invoice, the same may be rejected.
- o Vendor should undertake to ensure compliance under GST so that credit of GST is available to TTL.
- o In an event of any change in tax invoice, due to any error or omission or for any other reason mutually agreed, identified during reconciliation, Vendor would timely amend its GSTR-1 on the GSTN so that credit is available to TTL.
- o Vendor should ensure good compliance rating under GST.

o The Vendor shall refund any cost incurred by TTL including, but not limited to, loss of Input credit, tax, interest, penalty due to non-compliance of GST laws by the Vendor/ any person appointed by Vendor/ third party contractor within 30 days after raising the invoice.

17)Indemnification: The Vendor assumes the risk of, and shall at all times defend, indemnify, protect, save & keep harmless TTL and its officers, directors, employees, representatives, associates, agents, successors, and assigns against all claims and actions, proceedings, losses, costs, fines, penalties and damages to the goods or to the environment and / against any costs incurred by TTL due to injury, sickness, or disease to person (including death) due to the acts or omissions of the Contractor/Vendor and all expenses (including legal and investigation fees ) incidental there to, if proved.

18)Non-Disclosure Agreement (NDA): The Vendor shall maintain strict confidentiality of all the information contained in the TTL's PO / with respect to the information disclosed to the Vendor and ensure that the same is not disclosed to anybody other than the authorized representative of TTL or to any person other than a person directly employed or engaged by the Vendor in the performance of the supply / services, without the prior written consent of TTL. Non-compliance of this clause would be deemed to be a breach of the Terms and Conditions under this PO/WO and TTL shall be within its rights to take appropriate legal action against this breach by the Vendor, including the right to terminate the PO for breach of this clause.

19)Force Majeure: Neither party will be liable to the other for any act done or prevented from so doing by virtue of the occurrence of force majeure conditions such as but not restricted to any event or chain of events, which prevents either party from carrying out their respective obligations hereunder, such as war, general mobilization of troops, strikes, lockouts in factories, fire, earthquakes and floods, embargoes or stoppage of deliveries by Government, sabotage, explosion, riots, civil uprising, judicial / quasi judicial orders, invocation of force majeure clause/s by TTL under the license/s for provision of telecommunication services granted by Government of India and any other event/s beyond the reasonable control of any party. Notwithstanding the forgoing, it is expressly understood that the specific events of Vendor exiting from Services / business of supply of goods or ceasing to render such Services / supply of the goods in India, for any reasons whatsoever, shall not be deemed a Force Majeure event for the purposes of the PO/WO.

20)Liquidity damages: This PO/WO shall constitute a contractual arrangement between TTL and Vendor. If the details provided by the Vendor are found to be false or incorrect or concocted or contrary to facts or misleading in any way, TTL shall be entitled to cancel/terminate the PO/WO forthwith and to recover liquidated damages and any other compensation due from the Vendor

21)The invoice shall be issued not later than 14 days from the date of completion of such taxable service, failing which Vendor shall not make TTL responsible for any subsequent delays in payments. Invoice issued by the Vendor shall carry the signature/digital signature of the Authorized signatory of Vendor.

22)Tata Code of Conduct: This Purchase Order is governed by the Tata Code of Conduct guidelines. Please refer to our website [www.tatateleservices.com](http://www.tatateleservices.com) or [www.tatadocomo.com](http://www.tatadocomo.com) to access the same.

23)In case of any conflict/inconsistency between these Terms & Conditions mentioned in this PO/WO and those are in the contract / agreement, if any executed between the parties, then the terms of the PO shall prevail to the extent of such inconsistency.

24)Waiver: Waiver of a breach of any provision of the PO/WO shall not constitute waiver of compliance with other

provisions, nor shall it be construed as a waiver of any other breach.

25)Obligation to provide accurate information: Vendor acknowledges and agrees that any of the following actions or inactions, alongwith others not specifically laid down herein, shall constitute a material breach of the PO/WO and shall be a sufficient ground for cancellation of the PO/WO.

a. willful provision of inaccurate or unreliable information by Vendor

b. willful failure of Vendor to promptly update the information provided to TTL.

c. Ownership Change: In case of transfer of business of Vendor to a third party of its choice, Vendor shall intimate TTL in advance. Vendor acknowledges that transfer of ownership of Vendor business will release TTL from all of its obligations under the PO/WO and the PO/WO will be liable for termination at the instance of TTL.

26)TTL reserves the right at any time and by serving a written notice of termination on the Vendor to terminate the PO/WO forthwith and to recover from the Vendor the amount of all direct losses and direct expenses suffered by TTL as a result of such termination, the amount of which shall be awarded by the arbitrator(s), if:

a) Vendor becomes insolvent or ceases to trade or enters into any composition with its creditors; and/or

b) A bankruptcy order is made against Vendor or if a trustee is appointed in respect of the assets of Vendor and/or

c) A receiver or an administrative receiver is appointed in respect of any of Vendor assets; and/or

d) An administration order is made in relation to Vendor and/or

e) An order to wind up Vendor is made or a liquidator is appointed in respect of Vendor (otherwise than for the purposes of reconstruction or amalgamation); and/or

f) If Vendor is in material breach of its obligations under the PO/WO and fails to remedy the breach, which is capable of remedy, within sixty (60) days or such longer period as may be extended by TTL in writing, without prejudice to TTL's other rights or remedies.

27)Intellectual Property Save as expressly set out in the PO/WO, no assignment or license of intellectual properties of TTL nor any intellectual property right in any trademark or service mark, (whether registered or not) is granted to the Vendor by the provisions of the PO/WO.

Vendor shall not incorporate or use in the performance of the PO/WO, any information or article, the intellectual property rights of which are owned by a third party, unless Vendor/ supplier of service has first secured all necessary licenses, consents and rights to do so from the owner of such intellectual property rights.

28)Special Conditions: Any specific conditions / notes / special terms specified / highlighted in the main part of the PO/WO shall prevail over these General Terms & Conditions.

29)Severability: If any provisions of the PO/WO are held to be invalid or illegal by any court or judicial forum of competent jurisdiction, the same shall not affect the validity or legality of the other provisions of the PO/WO. Further, the parties shall mutually negotiate to replace such invalid or illegal provisions with another provision which does not suffer from such invalidity or illegality and which achieves the intended economic purpose for the parties.

30)Manuals/Drawings: Drawings/other applicable documentation relating to product and the supplies made by the Vendor which are approved and handed over by TTL shall be returned to TTL on closing of the transaction under the PO/WO.

31)Payment Terms:

1. The Vendor shall submit the following documents along with the Bills/Invoices:

- i) Original Tax Invoice
- ii) Test Certificates of services supplied, wherever asked for
- iii) Certificate of Warranty/Guarantee, wherever asked for
- iv) Insurance Cover Note / Insurance Policy (applicable when onus of arranging insurance is on the vendor/transporter)
  - a. Work completion certificate if applicable, proof of service/delivery as desired by TTL
  - b. In case of supply of service, Original for recipient. In case of supply of goods, Original for recipient and duplicate for transporter.
  - c. Waybill (Part I & Part II), whenever used for materials (If applicable)
2. Invoice must bear -
  - i. PO/WO number, Vendor Name, Address and GSTIN, Serial No (not exceeding 16 characters and not containing any special characters other than hyphen or dash and slash symbolized as "-" and "/" respectively and any combination thereof unique for a financial year) and Date of Invoice;
  - ii. Full Name, address of recipient of goods or service as per billing address mentioned on PO/WO, GSTIN
  - iii. Description of goods/ service, value of supply along with GST as applicable
  - iv. HSN Code for supply of goods or supply of service should be mentioned on the invoice
  - v. Invoice having Vendor, PAN No, Quantity of goods and unit or Unique Quantity Code thereof.
  - vi. There should be no overwriting/scribbling on the bill
  - vii. The place of supply
  - viii. Whether tax is payable on reverse charge mechanism basis
  - ix. Invoice should contain TTL GST registration number as communicated
3. Unless otherwise stated in Purchase Order, the payment shall be released as per payment terms mentioned on PO/WO of bills/invoices on receipt of goods or completion of the services in all respects and acceptance of the same at the Vendor Help Desk.
4. For any advance payment, the vendor should issue a receipt voucher containing such details as prescribed in the GST Invoice Rules.
5. Payment to the vendor would be blocked and no payment would be processed in case the Vendor is blacklisted on GST Network. Payment would be made once the rating of the Vendor improves.
6. Bill submission in VHD and login number (DCN) shall be quoted in every follow up for payments.
7. TDS Deduction:
  - a. TTL shall deduct all income taxes applicable from time to time for the payments to be made to the Vendor. One Consolidated TDS certificate (in respect of all TDS deductions made by TTL during the financial year) would be issued by TTL after the close of the financial year and after the Income Tax Return (TDS) for the Quarter # 4 of such financial year has been filed by TTL.
  - b. GST TDS: TTL would deduct GST TDS in case supply made by the vendor are liable to TDS under GST Law. TTL shall issue TDS certificate within the time limit prescribed under the GST law.
8. Accounting Information:
  - a. Vendor shall submit the detailed statement of account (SOA) on demand request from TTL as and when required.
  - b. Vendor shall submit detailed accounting information related to PO/WO numbers, Tax invoices, Payment details, Delivery location, waybill consumption etc required for verification / reconciliation by TTL.



**TATA**

**TATA TELESERVICES LIMITED**

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**For Tata Teleservices Limited**

*Saptarshi  
Kukreja*

**Authorised Signatory**

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Regd Office Address: Jeevan Bharati, 10th floor, Tower-1, 124 Connaught Circus, New Delhi, 110001, INDIA, Ph No: 011-23327072-76, Fax No: 011-23305535

Circle Office Address: Rajgarh Road Near Rajgarh Tinali, Guwahati kamrup metropolitan, ASSAM, Assam, 781003, INDIA, Ph No: , Fax No: , email: scm.helpdesk@tatatel.co.in, website:

[www.tatadocomo.com](http://www.tatadocomo.com)

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PAN No: **AAACT2438A**