

HIMACHAL FUTURISTIC COMMUNICATIONS LTD.

8, Commercial Complex , Masjid Moth, G.K. - II,
 New Delhi-110048, DELHI, INDIA
 Telephone : 0091-011 -9501200022/30886511
 Email: vineet.kalra@ril.com

**SELLER****DRAFT PURCHASE ORDER**

384514 SANMAH MANAGEMENT INDIA PVT. LTD 15 & 16 SCINDIA HOUSE,K.G.MARG, Connaught Place , New Delhi-110001 PHONE : 91-9582031957 FAX : E-Mail : sanmahindiapvtltd@gmail.com Attention : Sangam Kumar	Purchase Order : 159/13003852 Date: 25.07.2022
	Seller Quot. Ref : APPROVAL Date : 62

In accepting this PURCHASE ORDER, SELLER agrees to furnish the GOODS specified in full accordance with all conditions set forth herein and / or attachments hereto. All drawings, designs, specifications and other data prepared by OWNER and related thereto are the property of the OWNER and must be returned to OWNER upon completion by SELLER of the obligations under this PURCHASE ORDER. The information contained herein is not to be released or disclosed for any other use or purpose other than for the execution of this PURCHASE ORDER. This formal PURCHASE ORDER constitutes the entire agreement and only written changes by way of an amendment to this PURCHASE ORDER will be legally binding.

It is important that SELLER signs and returns the PURCHASE ORDER copy within three (3) days of receipt. No other form of acceptance will be accepted. Failure to return the acceptance does not diminish the responsibilities as set forth set forth herein, but may result in a delay to any payments that may be due and may be cause for termination of this PURCHASE ORDER.

Delivery Date 30.10.2022	Total Basic Value	INR	14,256,214.00
	Service Tax/Edu. Cess	INR	1,710,745.68
	Education Cess	INR	34,214.91

TOTAL ORDER VALUE: INR 16,001,174.59

For excise and other details, please refer line items.

Delivery Terms :
 SER UP West

Payment Terms : See Page inside.

BUYER : Kumar	for HIMACHAL FUTURISTIC COMMUNICATIONS LTD.	SELLER's Acceptance
	Authorised Signatory	Signature Title Date

REGISTERED OFFICE : 8, ELECTRONICS COMPLEX, CHAMBAGHAT, SOLAN -173213





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No	Item Code	Material Description	Quantity	UOM	Price Details	Unit Rate	Amount (INR)
1		HALDWANI INTRA-CITY-SERVICE - 3DUCT	1		PU		
		NPE Route Name Type Length (km) No. of Ducts HKGM-AG1_HKGM-AG1 Aggregate 11762.30672 3 HKGM-AG1_HKGM-AG1_Path1_Ring3 CSS 6595.736582 3 HKGM-AG1_HKGM-AG1_Path1_Ring3 CSS 1003.432759 3 HKGM-AG1_HKGM-AG1_Path1_Ring4 CSS 3736.69806 3 HKGM-AG1_HKGM-AG1_Path1_Ring2 CSS 683.638646 3 HKGM-AG1_HKGM-AG1_Path1_Ring5 CSS 2015.525107 3 HKGM-AG1_HKGM-AG1_Path1_Ring5 CSS 381.193337 3 HKGM-AG1_HKGM-AG1_Path1_Ring2 CSS 5136.925031 3 HKGM-AG1_HKGM-AG1_Path1_Ring1 CSS 6893.294752 3 HUA-HKGM-INC-S-XXXX UA-Haldwani-cum-Kathgodam-Intracity-Ser-					
					Basic Value	13373150.00	13,373,150.00
					Service Tax	12.00	1,604,778.00
					Education Cess	2.00	32,095.56

The item covers the following services:

10	3251725	OPEN TRENCHG IN SOFT & HARD ROCK-3 DUCTS	38,209	RMT			
					Basic Price Manual	350.00	13,373,150.00
					Net value of the item		13,373,150.00

2		INCENTIVE -HALDWANI INTRA-CITY-SERVICE	1		PU		
		HUA-HKGM-INC-S-XXXX UA-Haldwani-cum-Kathgodam-Intracity-Ser-			Basic Value	573,135.00	573,135.00
					Service Tax	12.00	68,776.20
					Education Cess	2.00	1,375.52

The item covers the following services:

10	3238252	OFC LAYING - INCENTIVE	38,209	M			
					Basic Price Manual	15.00	573,135.00
					Net value of the item		573,135.00



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No	Item Code	Material Description	Quantity	UOM	Price Details	Unit Rate	Amount (INR)
3		CHARGES FOR DOCUMENT PROCESSING	1		PU		
		HUA-HKGM-INC-S-XXXX			Basic Value	38,209.00	38,209.00
		UA-Haldwani-cum-Kathgodam-Intracity-Ser-			Service Tax	12.00	4,585.08
					Education Cess	2.00	91.70
The item covers the following services:							
10	3251505	CHARGES FOR DOCUMENT PROCESSING	38,209	RMT			
					Basic Price Manual	1.00	38,209.00
					Net value of the item		38,209.00
4		INST MH/HH- 900X900	1		PU		
		MH / HH Installation and transportaion (900 x 900) (35 Ton)					
		HUA-HKGM-INC-S-XXXX			Basic Value	150,120.00	150,120.00
		UA-Haldwani-cum-Kathgodam-Intracity-Ser-			Service Tax	12.00	18,014.40
					Education Cess	2.00	360.29
The item covers the following services:							
10	3174544	INSTALLATION OF MANHOLE	36	EA			
					Basic Price Manual	4,170.00	150,120.00
					Net value of the item		150,120.00
		MH / HH Installation and transportaion (900 x 900) (35 Ton)					
5		INST MH/HH- 900X600	1		PU		
		MH / HH Installation and tranportation (900 x 600)					
		HUA-HKGM-INC-S-XXXX			Basic Value	121,600.00	121,600.00
		UA-Haldwani-cum-Kathgodam-Intracity-Ser-			Service Tax	12.00	14,592.00
					Education Cess	2.00	291.84
The item covers the following services:							
10	3174544	INSTALLATION OF MANHOLE	32	EA			
					Basic Price Manual	3,800.00	121,600.00
					Net value of the item		121,600.00



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Table with 3 columns: Description, Currency, Amount. Rows include Total Basic Value (14,256,214.00), Total Service Tax/Edu. Cess (1,710,745.68), and Total Education Cess (34,214.91).

Total Order Value: INR 16,001,174.59

Enclosure Summary :

- Annexure 4 # General Conditions of Contract (GCC)
Annexure 5 # Standard Formats of Instrument of Agreement, Indemnity Bond for Statutory Compliance, Indemnity Bond against Owners Material, Advance Bank Guarantee Format, Performance Bank Guarantee Format.
Annexure 6 - Quality Management System of OFC Excution
Annexure 7 # Contractor Non Compliance Consequence Management
Annexure 8 - Route Allocation

Terms of payment :

Payments will be made within 30 days from the date of receipt of correct invoice as per milestone and annexure to the WO

Engineer-In-charge :

Mr. Gopal Das

Other contractual stipulations :

Himachal Futuristic Communications Ltd.
Shop No # 2 (Ground Floor), 155,
KAULA GARH Road,

Dehradun (Uttanchal)

Terms of Advance :

Table with 2 columns: Mile Stone Description, % of Payment. Contains 5 rows of advance milestones for P.O. Lines 00001 through 00005, detailing completion percentages and specific tasks like T&D, installation, and documentation.



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Note(S):1.It is essential that the seller shall mention Item No. & item code along with corresponding Material Description and P.O. No. as mentioned above, in the Delivery challan(On-Shore Order) / Packing List (Off-shore Order) and invoice for ease of material Inwarding and Bill Processing.It is also essential that the Seller attaches a Tag /Sticker with each item indicating item Code & PO No. Failure to do so may be the grounds for the rejection(s) or delay in release of payment(s).



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The following terms shall have the following meanings:

EIC: Engineer in Charge

Owner: Reliance JIO Infocomm Limited (RJIL)

Company: Himachal Futuristic Communication Limited (HFCL)

ANNEXURE 1

SCOPE OF WORK FOR LAYING

1. DETAILED ROUTE SURVEY (OPTIONAL)

1.1 Carrying out detailed survey using DGPS / TOTAL STATION etc as per scope and specification attached herewith. The scope of work includes identification of all existing utilities and other facilities along the approved route, including preparation of all survey drawings and submission to COMPANY for review/approval.

2. PERMISSIONS /APPROVALS, LAYING AND TESTING OF DUCTS AND OFC (OPTIONAL)

2.1 Preparing application for obtaining clearances/approvals for laying of duct/OFC along approved routes from Municipal Corporation/ Ward authorities and other authorities having jurisdiction over the other infrastructure/utilities such as roads, highways (state and national), footpaths, drains, canals, nallah, private properties/societies, pipelines (water, oil, gas etc.), power cables etc. as may have to be crossed by OFC ducts/cables and for installing man-holes/ hand-holes etc. as required and submission of application complete with all required maps and other documents/attachments, application fees etc. to the concerned authorities, follow up and liasoning including any incidental expenses till receipt of demand note (statutory fees to be paid by RJIL), depositing the statutory fees with the authority, obtaining final approved letter including renewal, if any, during project execution and upon completion of work, liaison and ensure refund of bank guarantee, security deposit/ fees paid by company, if any.

2.2 Obtaining details of Row, existing utilities (underground/above ground) and crossings, marking the same on the COMPANY supplied drawings including location of OFC route, location of test pits and/or entry exit pits for HDD, proposed HDD profile considering Sub-surface Utility Engineering data provided by COMPANY and proposed MH/HH locations etc. and getting the same approved from COMPANY

2.3 Obtaining NOC / return of BG from all concerned authority after completion of work as per specification.



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a). OFC laying works including, but not limited to:

I) Taking over all COMPANY supplied Owner's Material from designated Warehouse/Store , transportation to the contractor's warehouse/ site for installation including management of Owner's materials and their safe keeping;

II) Providing all skilled/unskilled labour/manpower, equipment for trenching & backfilling (where laying of ducts by open-cut is approved by COMPANY/Authorities); Horizontal Directional Drilling (HDD), installation of crossings, man-holes (MH)/ hand-holes (HH) etc.

III) Laying of specified number of ducts by HDD (by default all laying of ducts shall be by HDD unless specifically approved otherwise) and/or by open trenching (where laying of ducts by open-cut is specifically approved by COMPANY/Authorities);

IV) Install protective padding, DWC pipes, GI pipes, warning tape, protection slabs etc.;

V) Joining of ducts with COMPANY approved make of duct couplers; installation of pre-fabricated MH/HH including placing of concrete at the bottom of MH/HH; terminating ducts into MH/HH;

VI) Backfilling of trenches and proving of ducts and installing the concrete route markers wherever permitted as well as electronic route markers supplied by Owner.

VII) Blowing of cables through the installed ducts (number of OFC and type as specified below), joining the optical fibre by splicing including providing all tools and tackles, splicing machine, test equipment, AC vehicles etc.; termination of cables at Fibre Distribution Panel as approved for Construction drawings and testing of completed cables in the presence of COMPANY representative for acceptance of the installed cables;

VIII) Reinstatement of the area back to its near original condition (where HDD pits are made in case of installation by HDD and entire trenched area where duct laying is carried out using open trenching method) including disposal of surplus excavated soil/materials and obtaining NOC from authorities as proof of having carried out the work to their entire satisfaction;

IX) Providing all As Built mark-ups/drawings and documents including raw data from HDD tracking equipment (e.g DigiTrack) and well as HDD



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profile generated from the tracking data;

X) Returning of serviceable surplus Owner's Material back to COMPANY at designated storage/warehouse along with reconciliation Owner's Material reports;

XI) Disposal of unserviceable scrap generated from Owner's materials as per COMPANY's instruction; clean-up of site and handing over the accepted works to COMPANY

XII) Recovery of bentonite slurry / debris from pits and disposal of the same in safe and environment friendly manner at designated location / area specified by Municipal Authorities / any other authority / as per instruction by COMPANY

XIII) Follow & comply health, safety & environment policy of the COMPANY and use of all personal protective equipments, barricades, safety cones, traffic signages as per instruction of company of COMPANY.

b). All works shall be carried out as per detailed scope of work, specifications and other requirements of contract.

Warning Tape (to be laid where duct laying is approved by Open trenching by COMPANY/Authorities)

Installation of RCC Protection Slabs)/RedStone) only at coupling points or as per specifications.

c). I) Fitting of GI/DWC Pipe at crossings, wherever applicable as per specifications

II) Concrete encasing as per specifications wherever applicable

III) Fitting of Clamping materials as provided by Owner for OFC in DWC pipe or GI Pipe, of size suitable for installation of specified number of ducts, on the walls of ROB/RUB, culverts where trenching is prohibited or as per directions of Engineer-In-Charge (EIC).

IV) Installation of Concrete route markers (where permitted by authorities)

V) Installation of Duct couplers, end plugs, simple plugs etc.

d) TRENCHING, DUCTING, LAYING OF DUCTS & Duct Integrity Test



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I) 3 No., 40mm OD HDPE ducts for intra city routes

3 BLOWING OF OPTICAL FIBER CABLE IN THE LAID DUCTS

3.1) 1 no. 48 loose fiber OFC through one of the NLD duct for overlapping intra city routes.

Installation(including all type of protection is required as per defined specification) & DIT of 3 No., 40mm OD HDPE ducts by HDD in all types of Soil and blowing, Splicing, termination and testing of 1 no. 48 fiber Ribbon OFC through one of the ducts by contractor owned HDD ,Splicing,OTDR & blowing Machine and testing of entire route

4 SPLICING, JOINTING AND TERMINATION OF FIBER INCLUDING AT FIBER DISTRIBUTION PANEL

4.1) 1 no. 48 loose fiber OFC through one of the NLD duct for overlapping intracity routes.

5 INSTALLATION OF ACCESSORIES:

a) Prefabricated concrete manholes and hand holes as per given specification and guideline of construction team.

Note # All other types of Manhole/Hand hole approved by the Company for installation in the network should be installed in site at no extra cost..

h) GI Pipe B Class ISI Mark

I) Of size 100mm

II) Of size - 125mm

III)Of size - 150mm

i) DWC Pipe of 120/103 mm or equivalent

j) Concrete Route Marker

k) Protection

I) RCC Protection Slabs (50 cm x 30cm x 4 cm)

II)Red Stone (50 cm x 30 cm x 2.5 cm)

l) Duct Accessories

I) Coupler

II) End Plugs



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III) Simplex Plugs

- m) Warning tape
- n) Earthing Material
- o) PCC (M10 1:3:6)
- p) Cement Concrete (CC) (M15 1:2:4)

Quantity: The quantity mentioned above is approximate and is likely to be enhanced within the surrounding neighborhood vicinity /area / zone / of the awarded route etc. Contractor has agreed to undertake the execution of such enhanced quantities on the same rates, terms and conditions, if offered to him before 31st March 2013. Such enhanced quantities will be completed within 150 days or as agreed mutually at the time of enhancement from the date of amendment in the Work Order.

EXECUTION PERIOD:

The Route has to be completed on or before the date as mentioned in the Work Order.

Completion Date: Date of completion shall be the final date of issuance of final acceptance report of the entire route by the EIC/Project Head as the case may be for all commercial purposes.

BILLING & TAXES:

- a) The contractor has to submit the bill in the prescribed format of Company
- b) Rates finalized shall be inclusive of all the Taxes and Duties as applicable except Service Tax which shall be paid extra.
- c) Excise: Work of the contractor will not result in manufacture of any excisable goods and therefore no excise duty is applicable.
- d) TDS:
All payments will be made after deduction of TDS as applicable.
Certificate of all deductions made from the bills will be issued by Company after completion of Financial Year.
- e) Any variation in Taxes, levies and Duties paid / payable in execution of the contract during the contract period as promulgated by govt. shall be adjusted on either side on scrutiny of proof of payment. However, increase in taxes, levies / duties for work executed beyond the contract



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duration will not be applicable.

f) Octroi / Cess: If payable, Octroi/ Cess/ Entry Tax or any other local bodies taxes on Owner's Material, shall be paid extra subject to submission of proof of payment and original receipt of the same in the name of the COMPANY. Octroi/ Cess/ Entry Tax or Any other local local bodies taxes applicable on CONTRACTOR owned machinery, equipments, vehicles etc. shall be at CONTRACTOR's own account

LIQUIDATED DAMAGES:

Without prejudice to any other rights or remedies available to the COMPANY under the Contract or in law, if Contractor, for any reason other than Force Majeure, suspension of work by COMPANY in terms of the Contract, and issuance of Alteration Order, fails to achieve the targets specified in the Progress Schedule by their due date or fails to complete the Work in accordance with the Completion Period, Contractor shall be liable to pay to COMPANY, as ascertained and agreed liquidated damages not amounting to penalty, an amount equivalent to 0.5% of the Total Contract Value for each week of delay or part thereof subject to a maximum of 5% of the Total Contract Value.

COMPANY may, at its sole discretion, and without prejudice to its right to recover any or all of the liquidated damages by any other method of recovery, deduct the amount of such liquidated damages from any monies due or which may become due to CONTRACTOR.

The payment or recovery of sums hereunder shall not relieve CONTRACTOR from any of its other obligations and liabilities under the Contract.

TERMINATION OF CONTRACT:

If performance of the contractor for two consecutive weeks is below 70% of the target the contract can be cancelled and balance work will be got done at risk and cost of the contractor in addition to the levying of penalty.

The Contract can be terminated at the discretion of Company without assigning any reason thereof. The Company has the right to claim the differential cost if his scope of work has to be carried out through any other agency.

DEFECT LIABILITY PERIOD:

The CONTRACTOR shall guarantee the installation/work for a period of 18 (Eighteen) months from the date of issue of completion / acceptance



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certificate. Any defect occurred or identified during the defect liability period shall have the validity of six months and the claim for such defect can be raised for a period of 6 (Six) months from the date of event / occurrence of defect.

Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or in the workmanship shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the Engineer- in-Charge may cause the same to be made good by other workmen and deduct expenses (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may be then or at any time thereafter, become due to the CONTRACTOR or from his Retention money or the proceeds of sale thereof, or of a sufficient portion thereof.

If the CONTRACTOR feels that any variation in work would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the ENGINEER-IN-CHARGE in writing.

Care of Works:

From the commencement to completion of the works, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the works or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the work shall be in good order and in conformity in every respects with the requirements of the Contract and the ENGINEER-IN-CHARGE's instructions.

Defects Prior to Taking Over

If at any time before the work is taken over, the ENGINEER-IN-CHARGE shall:-

(i) Decide that any work done used by the CONTRACTOR or any Sub-CONTRACTOR is defective or not in accordance with the Contract, or that the works or any portion thereof are defective, or do not fulfil the requirements of Contract (all such matters being hereinafter, called 'Defects' in this clause), and as soon as reasonably practicable gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expense and with all speed make good the defects so specified.



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In case CONTRACTOR shall fail to do so, the COMPANY may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the COMPANY will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the works have been completed in accordance with the Contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in of General Conditions of the Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (herein after called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and the COMPANY shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the Contract, the COMPANY shall be entitled to take over any group or groups before the other or others and thereupon the ENGINEER-IN-CHARGE shall issue a completion certificate which will, however, be for such group or groups so taken over only.

OTHER TERMS AND CONDITIONS

- a) Contractor shall have an e-payment account with HDFC / ICICI Bank / City Banks / Special Electronic Fund Transfer (SEFT) or Real Time Gross Settlement System (RTGS) enabled Bank and shall inform the necessary details to the company to facilitate release of e-payment by the Company. Contractor shall refer enclosed letter for necessary guidelines on SEFT and RTGS matters.
- b) Notwithstanding the release / payment of bills by the company to the Contractor, the Contractor shall ensure that the payment of wages & other statutory dues to his employees / workmen is made within the statutory time limit.
- c) There will not be any linkage between release / payment of the bill by the Company to the Contractor and the payment of wages / other dues by the Contractor to his employees / workmen, suppliers, statutory dues etc.
- d) The employees of the Contractor shall be issued appointment letters and copies of the same shall be furnished to the Company (Compliance Cell for respective State / Region) before the commencement of the contract. The names of the employees so employed /engaged for execution of this contract shall duly appear on the muster and pay roll of the Contractor.
- e) During and out of course of employment, the Contractor will take



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entire responsibility of his employees for payment of all medical expenses including hospitalization and compensation as applicable on this behalf.

f) The Contractor shall keep the Company, its employees, agents, officers, directors indemnified and hold harmless at all times, against all claims, losses, damages or liability (including of criminal or civil or contractual nature or in tort and inclusive of legal fees and cost) that may be suffered or incurred by the Contractor, due to any act of omission or commission by him or by his employees which directly or indirectly affects company's interest. All consequential losses and damages are also excluded.

g) The Contractor shall not use the name of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts liabilities or obligations of the Contractor and / or of his employees

h) `Mobilization: Contractor will mobilize the resources as committed at the site & shall commence the work execution subject to receiving necessary ROW permissions and shall complete the entire route meeting all the technical specification to the satisfaction of EIC & shall handover the route within the specified delivery schedule.

Mobilization / execution plan along with the organization structure proposed for the execution of the job duly agreed & signed by Contractor & Engineer # in # charge (EIC) of the company shall be considered as commitment and shall form a part of the WO in toto.

j) Site Details: The Contractor will be deemed to have satisfied himself as to the nature of works likely to be ordered upon him. Extra charges consequent on misunderstanding or otherwise will not be allowed.

k) Covering in works: The Contractor shall give reasonable notice to the EIC whenever any work is to be permanently covered or cancelled, whether by earth or other means and in default of doing so, shall; if required by EIC, uncover such works at his own expense.

l) Deviations: The Contractor shall not make any alterations in, addition to or omission from the works as described in the WO, except in pursuance of instructions of the Accepting Officer

m) Inspection of Works: The nominated project in charge is empowered to inspect and examine any parts of works and the Contractor shall give such facilities as may be required for such inspection and examination.



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n) Lifting of Owner's Material : The contractor shall be responsible for taking delivery of the Owner's Material required for the job from the Company's warehouse and bring them at the designated site & secure the Owner's material. Indemnity Bond for issuance of Owner's material needs to be submitted and should be in the format as prescribed by the Company. The cost includes loading/unloading and transportation for taking delivery as well as returning of unused/scrap of owner's material from and to warehouse.

Following material shall be provided by Owner in required quantity against submission of indemnity bond.

- a) HDPE Duct
- b) Optical Fibre Cable (OFC)
- c) Optical Fibre Cable (OFC) Accessories (Including Joint closure, Patch Cords, Pigtails, FDMS)
- d) Electronic Route Marker
- e) Manhole/Handhole.

Reconciliation of Owner's Materials

The CONTRACTOR shall issue a material appropriation statement for all Owner's materials every month and finally at the end of the project in a format to be agreed upon between CONTRACTOR and the ENGINEER-IN-CHARGE.

All materials provided by Owner must be accounted for. All unused serviceable material (usable) shall be returned by the CONTRACTOR back to COMPANY at its designated warehouse/stockyard. Unserviceable material (scrap) shall be disposed-off by the CONTRACTOR.

For the purpose of Owner's material reconciliation, installed material shall be calculated as per following measurement methods:

- a) OFC Length: Length as measured by OTDR equipment.
- b) OFC Duct Length: ((OTDR measured length # length of loops # length of man-holes along fiber route) or (measurements taken by Rodometer - length of man-holes along fiber route)) x Number of ducts installed.

For the purpose of Owner's material reconciliation, following wastage allowances shall be considered:

HDPE Duct for OFC (HDD) :

Total Wastage (accountable + unaccountable) : 7%

Unaccounted Material (included in total wastage) : 0.5%

HDPE Duct for OFC (Open Cut):



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Total Wastage (accountable + unaccountable) : 1.5%
Unaccounted Material (included in total wastage) : 0.5%

In case of installation by HDD method, any unrecovered HDPE duct left inside drilled hole due to reasons not attributable to the CONTRACTOR shall be counted under consumption and not wastage.

Optical Fiber Cable (OFC):
Total Wastage (accountable + unaccountable) : 1.5%
Unaccounted Material (included in total wastage) : 0.2%

Minimum Serviceable Length
HDPE Duct : 50m
OFC : 200m

All Owner's material (HDPE Duct and/or OFC) returned in good condition and in lengths equal to or more than serviceable length shall be considered usable material. Damaged or cut pieces of length shorter than serviceable length shall be considered as unusable scrap generated from Owner's material and will be accounted under wastage. Wastage in excess of permissible wastage shall be charged to CONTRACTOR at 150% of the landed cost (including all taxes, duties and transportation) of Owner's material by the COMPANY.

Price Escalation:

The agreed price shall not be subjected to escalation or increased on any account whatsoever. No escalation / overrun compensation shall be paid for extended duration of contract.

INSURANCE:

The CONTRACTOR shall provide sufficient insurance cover for his personnel and any plant, equipment, and automobile, deployed by the CONTRACTOR in the execution of the WORKS. Insurance for personnel should include workmen compensation personnel accident and any medical claims

The insurance shall be from an insurer acceptable to COMPANY. The CONTRACTOR shall comply in all respects, with the provisions and conditions stipulated in such insurance policies. The CONTRACTOR shall furnish copy of the insurance policies with all documents as may be requested for by the COMPANY to ascertain compliance by CONTRACTOR with its obligations.

Nothing contained herein shall in any manner limit the obligations, liabilities or responsibilities of CONTRACTOR under the Contract or



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otherwise. CONTRACTOR shall bear any deductibles or excesses not insured by CONTRACTOR and any amount not recovered from insurers.

Insolvency, liquidation, bankruptcy or failure of any insurance company providing insurance for CONTRACTOR or failure of any such insurance company to pay claims accruing, shall not be considered a waiver of, nor shall it excuse CONTRACTOR from complying with, the provisions of the Contract.

All insurance policies obtained by CONTRACTOR pursuant to this Contract shall be endorsed with the following wording to waive all express or implied rights of subrogation:

#The insurers hereby waive their rights of subrogation against COMPANY, its affiliates and its and their directors, officers or employees and against any individual, firm or corporation for whom or with whom COMPANY may be acting".

CONTRACTOR shall require all its subcontractors to provide such insurance coverage as is set forth in this Work Order and as CONTRACTOR considers necessary. CONTRACTOR shall ensure that such policies include waivers of subrogation wording as above (italicized text). The fact that a subcontractor provides any of the foregoing coverage, or any other coverage that CONTRACTOR considers necessary, shall not relieve CONTRACTOR from its obligation to provide the said insurance coverage and obtain such waivers of subrogation. CONTRACTOR shall indemnify, defend and hold the COMPANY harmless from and against all claims, demands, losses and expenses to which said insurance coverage (including such waivers) would have applied.

CONTRACTOR shall promptly give written notice to insurers of, and shall furnish all necessary information concerning, any occurrence which may give rise to a claim under any of the insurance policies obtained pursuant to the Contract. CONTRACTOR shall promptly give COMPANY written notice of any claim made or proceedings commenced under any of the policies of insurances maintained pursuant to the Contract.

All other insurances, including third party liability shall be provided by the COMPANY.

Owner's material shall be covered by Owner's insurance policy through all phases of construction.

v) Utility & Third Party Property Damage :

CONTRACTOR shall take all precautions and safety method before and during



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laying of ducts and OFC cables. CONTRACTOR shall officially communicate with all Third party utility owners in the area where WORK is proposed to be undertaken and obtain full details of underground pipelines/cable network/utilities/properties ("Third party utilities") .

CONTRACTOR shall be responsible for damage & disaster management arising out of damage to any Third party utilities. Contractor must be prepared to respond immediately to any incident and shall take necessary steps for restoration of same including any inconvenience to public. Contractor shall submit management plan in detail.

In the event of any damage to Third party utilities, while execution of WORKS, CONTRACTOR shall inform and register any damage during execution of WORKS and/ or at any point of time at the site of WORK with concerned EIC immediately in writing.

On receipt of demand note /notice of claim for damage to any Third party utilities from third parties, CONTRACTOR should ensure genuineness of damages / claim by a joint report completed by the CONTRACTOR and the COMPANY.

CONTRACTOR shall give all co-operation and support for submission and processing of insurance claim under the policies taken by the Company.

Claim settlements to third parties should not be made by the CONTRACTOR without consent from the COMPANY. The claim demand from third parties will be settled after intimation to the Insurance Company and as per the terms of the Insurance policy taken for third party liability.

Contractor will be held responsible for claims amounts, if any, disallowed by the Insurance Company and also the deductible applicable as per the terms of the Third Party Liability Policy.

Annexure 2

Payment Terms:

1. Running Bill, which is to be raised fortnightly, is to be submitted by sub-contractor on completion of each Milestone.

I. 1st RA Bill for 55% to be raised against the value of work executed on Trenching, Duct Laying, back-filling of route after completion of 2 Kms of continuous length. The bill should be supported with following documents:



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- a) Measurement sheets signed jointly by contractor & EIC, verified by circle project Head and recommendation of Head Project.
- b) Photocopy of all registration such as ESIC, PF, PAN, TAN, Professional Tax, Service tax etc. (Required only with the first bill)
- c) As on date statement of material received, consumed and Work in Progress (WIP) should be enclosed.
- d) Copy of ESI and PF payment Challan of the following month should be attached.
- e) Copy of insurance policy taken.
- f) Preferably a Copy of ROW permission of the route received or the copy of Demand Note paid to the authorities should also be submitted along with the acknowledged copy of applications.

II. 2nd RA Bill for 15 % to be raised On installation of Manhole/Handhole, DIT after coupling after completion of 2 Kms of continuous length. Rates of Installation of MH is including of Transportation, Loading & Unloading of MH @ Rs. 1200/- per piece The bill should be supported with following documents:

- a) Measurement sheets signed jointly by contractor and EIC.
- b) As on date statement of material received, consumed and Work in Progress (WIP) should be enclosed.

III. Next Bill for 15% to be raised On OFC laying, splicing, termination and link testing and successful final acceptance testing of fiber from ILA to ILA within 7 days of submission of bill.

This bill should be supported with following documents

- a. Submission of final Acceptance Test report along with Punch point clearance report.
- b. Measurement sheets and DIT report signed by Contractor, EIC and company representative.
- c. Material reconciliation statement of the all the Owners material issued to vendor duly jointly signed by Contractor, Warehouse In-charge & Project in charge.
- d. Submission of OTDR and Laser Source-Power Meter report to be issued by EIC.
- e. Submission of deviations and its approval by EIC.
- f. Documentation with As-Built-drawings of the route executed as per format/specification of the company.
- g. Settlement of all the 3rd party claims, if any.
- h. All the Labor Law compliances & other statutory requirements as per terms & conditions enclosed.



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All payment will be released as per the actual work quantity executed at ground and duly certified by the EIC.

All payment will be released after adjusting all dues, recoveries (including on account of Owners material) and Tax deduction including WCT as applicable.

IV. 80% of MH/HH Installation on completion of installation of Manhole/Hand hole,

V. Final bill for 15% on submission of Performance Bank Guarantee covering Defect Liability Period for 18 (Eighteen) months from the date of AT with a claim period of 6 (Six) months (refer clause 31 of GCC) in the format prescribed by the company and attached along with GCC to Contract or on expiry of Warranty period with all other related documents including return of BG from the respective ROW authorities and after receipt of NOC.

4. Incentive: Incentive will be paid in three different stages as mentioned below:

- a) Stage 1:- 33 % On timely completion HDD works , If completed within 65% of days allocated for completion.
- b) Stage 2:- 33 % On timely completion of DIT, If completed within 75% of days allocated for completion.
- c) Stage 3:- 34 % On timely completion of Splicing & Termination and link handover, If completed within allocated days as per WO.

5. Earnest Money Deposit (EMD):

Contractor has to submit a demand draft of Rs. 5.0 Lac (Rs. Five lac only) as EMD in favour of #M/s Himachal Futuristic Communications Ltd"., Payable at GURGAON with this offer. In case contractor fails to discharge the commitment & responsibility as per the terms & conditions of this offer the same will be forfeited.

The Refund of EMD submitted by the Non Qualifying contractor will be refunded within 02(Two) months from the date of opening of bids/finalization of tender, whichever is later. In no event EMD amount shall be accrued interest.

Qualifying contractor will be refunded along with the payment of first running bill.

6. Execution Period:

The Route has to be completed on or before the date as mentioned in the Work Order.

Completion Date: Date of completion shall be the final date of issuance of final acceptance report of the entire route by the EIC/Project Head as



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the case may be for all commercial purposes.

7. Other Conditions:

- a) Vendor shall have an e-payment account with HDFC / ICICI Bank / Citibank / Special Electronic Fund Transfer (SEFT) or Real Time Gross Settlement System (RTGS) enabled Bank and shall inform the necessary details to the company to facilitate release of e-payment by the Company. Contractor shall refer enclosed letter for necessary guidelines on SEFT and RTGS matters.
- b) Notwithstanding the release / payment of bills by the company to the contractor, the contractor shall ensure that the payment of wages & other statutory dues to his employees / workmen is made within the statutory time limit.
- c) There will not be any linkage between release / payment of the bill by the Company to the contractor and the payment of wages / other dues by the contractor to his employees / workmen, suppliers, statutory dues etc.
- d) The employees of the Contractor shall be issued appointment letters and copies of the same shall be furnished to the Company (Compliance Cell for respective State / Region) before the commencement of the contract. The names of the employees so employed /engaged for execution of this contract shall duly appear on the muster and pay roll of the Contractor.
- e) During and out of course of employment, the Contractor will take entire responsibility of his employees for payment of all medical expenses including hospitalization and compensation as applicable on this behalf.
- f) The Contractor shall keep the Company, its employees, agents, officers, directors indemnified and hold harmless at all times, against all claims, losses, damages or liability (including of criminal or civil or contractual nature or in tort and inclusive of legal fees and cost) that may be suffered or incurred by the Contractor, due to any act of omission or commission by him or by his employees which directly or indirectly affects company's interest.
- g) The Contractor shall not use the name of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company shall not in any way be responsible for the debts liabilities or obligations of the Contractor and / or of his employees
- h) Mobilization: Contractor will mobilize the resources as committed at the site & shall commence the work execution subject to receiving



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necessary ROW permissions and shall complete the entire route meeting all the technical specification to the satisfaction of EIC & shall handover the route within the specified delivery schedule.

Mobilization / execution plan along with the organization structure proposed for the execution of the job duly agreed & signed by Contractor & Engineer # in # charge (EIC) of the company shall be considered as commitment and shall form a part of the WO in to.

i) Rates : The above rates shall include all labour, material, tools, plant, equipment and transportation which may be required in preparation for and in the full and entire execution and completion of work. The rates shall be deemed to include the cost of water, electricity, cement, reinforcement steel, structural steel, CS/SS pipes/Pipe fitting, gas kits, painting, electrical fixtures, arrangements for testing, transport, taxes if any etc. including wastage as mentioned in the work order.

j) Site Details: The contractor will be deemed to have satisfied himself as to the nature of works likely to be ordered upon him. Extra charges consequent on misunderstanding or otherwise will not be allowed.

k) Covering in works: The contractor shall give reasonable notice to the EIC whenever any work is to be permanently covered or cancelled, whether by earth or other means and in default of doing so, shall; if required by EIC, uncover such works at his own expense.

l) Deviations: The contractor shall not make any alterations in, addition to or omission from the works as described in the WO, except in pursuance of instructions of the Accepting Officer.

m) Material: All material to be provided by the contractor shall be new and in conformity with the specifications laid down in the contract. The contractor shall at his own cost and expense and without delay supply EIC approved sample of material proposed to be used in the works. Material should not be procured from un-registered Vendors.

n) Inspection of Works: The nominated project in charge is empowered to inspect and examine any parts of works and the contractor shall give such facilities as may be required for such inspection and examination.

o) Materials required: For carrying out the works, whether brought by the Contractor (material should not be procured from un-registered Vendors) or supplied by company shall be stored by the contractor at any/all places approved by the EIC. Storage and safe custody of all such material shall be at the risk and cost of the Contractor.



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p) Lifting of Owners Material: The contractor shall be responsible for taking delivery of the Owners materials required for the job from the Company's warehouse and bring them at the designated site & secure the material. Indemnity Bond for issuance of Owners Material (FIM) needs to be submitted and should be in the format as prescribed by the Company. The cost includes loading/unloading and transportation for taking delivery as well as returning of unused/scrap material from and to warehouse.

q) Material Reconciliation: For the purpose of material reconciliation, the consumption shall be recorded on the following basis.i) OFC Length as measured by OTDR

ii) HDPE Duct Length: As measured by Rodometer X Number of duct installed.

iii) Wastage / Shortage Allowed:

1. HDPE Duct: Total wastage (accountable + Unaccountable):7.5% (HDD) & 1.5% (Open Trench)

2. OFC Cable: Total wastage (accountable + Unaccountable) : 0.5%

d) Minimum Serviceable Length:

1. HDPE Duct: 50m

2. OFC Cable: 100m

e) Wastage/Shortage in excess of permissible limit shall be charged to the contractor @ 125% of landed cost which includes (basic Cost +taxes +Transportation + Storage +Handling Charges) of the company.

q) Material Supply Under the Scope of Contractor: All the remaining materials required for the completion of the works shall be supplied by the contractor which includes cement, Bricks, Sand, Steel reinforcement, prefabricated man-holes, hand-holes, RCC route markers, RCC protection slabs ,Warning tapes, HDPE Push Fit Couplers , End Caps, End Plugs, Simple Plugs, GI Pipes, DWC Pipes, PVC Pipes, PCC, Ready Mix Concrete, Duct Lubricant required for cable blowing (Poly Water or its equivalent), Cable Markers etc. The material will be of good quality & shall be sourced from the approved vendors. Material should not be procured from un-registered Vendors.

The company will supply the following material as Owners material in required quantity against submission of indemnity bond.

1. HDPE Duct.

2. Optical Fibre Cable (OFC).

3. Optical Fibre Cable (OFC) Accessories (Including Joint closure, Patch Cords, Pigtails, FDMS).



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4. Electronic Route Marker.

s) Price Escalation: The price mentioned in this Work Order shall not be subjected to escalation or increased on any account whatsoever. No escalation / overrun compensation shall be paid for extended duration of contract.

t) Insurance: The CONTRACTOR shall provide insurance cover for his personnel and any plant, equipment, and automobile, deployed by the CONTRACTOR in the execution of the WORKS. Insurance for personnel should include workmen compensation personnel accident and any medical claims

The insurance shall be from an insurer acceptable to COMPANY. The CONTRACTOR shall comply in all respects, with the provisions and conditions stipulated in such insurance policies. The CONTRACTOR shall furnish copy of the insurance policies with all documents as may be requested for by the COMPANY to ascertain compliance by CONTRACTOR with its obligations.

Nothing contained herein shall in any manner limit the obligations, liabilities or responsibilities of CONTRACTOR under the Contract or otherwise. CONTRACTOR shall bear any deductibles or excesses not insured by CONTRACTOR and any amount not recovered from insurers.

Insolvency, liquidation, bankruptcy or failure of any insurance company providing insurance for CONTRACTOR or failure of any such insurance company to pay claims accruing, shall not be considered a waiver of, nor shall it excuse CONTRACTOR from complying with, the provisions of the Contract.

All insurance policies obtained by CONTRACTOR pursuant to this Contract shall be endorsed with the following wording to waive all express or implied rights of subrogation:

#The insurers hereby waive their rights of subrogation against COMPANY, its affiliates and its and their directors, officers or employees and against any individual, firm or corporation for whom or with whom COMPANY may be acting".

CONTRACTOR shall require all its subcontractors to provide such insurance coverage as is set forth in this Tender Document and as CONTRACTOR considers necessary. CONTRACTOR shall ensure that such policies include waivers of subrogation wording as above (italicized text). The fact that a subcontractor provides any of the foregoing coverages, or any other coverages that CONTRACTOR considers necessary, shall not relieve CONTRACTOR from its obligation to provide the said insurance coverages



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and obtain such waivers of subrogation. CONTRACTOR shall indemnify, defend and hold the COMPANY harmless from and against all claims, demands, losses and expenses to which the said insurance coverages (including such waivers) would have applied.

CONTRACTOR shall promptly give written notice to insurers of, and shall furnish all necessary information concerning, any occurrence which may give rise to a claim under any of the insurance policies obtained pursuant to the Contract. CONTRACTOR shall promptly give COMPANY written notice of any claim made or proceedings commenced under any of the policies of insurances maintained pursuant to the Contract.

All other insurances, including third party liability shall be provided by the COMPANY.

Owners materials shall be covered by the COMPANY's insurance policy through all phases of construction.

8. Taxes and Duties:

a) Excise: Work of the contractor will not result in manufacture of any excisable goods and therefore, clause 1.6.1 of GCC stands deleted.

b) Service Tax: Clause 1.7 of GCC will apply subject to the following: The Contractor shall bifurcate the total value of every invoice raised by him into the value of goods and material sold and the value for provision of service, and the Contractor shall charge Service Tax at the rate applicable on such value of service only.

c) VAT/ CST: Clause 1.8 of GCC will apply subject to the following: Schedule of rates set out in the Contract are inclusive of VAT and CST. The Contractor shall bifurcate the total value of every invoice raised by him into the value of goods and material sold and the value for provision of service.

d) TDS:

All payments will be made after deduction of TDS, WCT etc. as applicable. Certificate of all deductions made from the bills will be issued by Company after completion of Financial Year.

e) Octroi:

If payable, Octroi shall be paid extra subject to submission of proof of payment and original receipt of the same.

f) Any variation in Taxes, levies and Duties paid / payable in execution of the contract during the contract period as promulgated by govt. shall be adjusted on either side on scrutiny of proof of payment. However,



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increase in taxes, levies / duties for work executed beyond the contract duration will not be applicable.

ANNEXURE 3

SPECIAL TERMS AND CONDITIONS OF CONTRACT:

- 1) The CONTRACTOR would be responsible for executing Project activities within the areas prescribed by the COMPANY.
- 2) The CONTRACTOR will provide overall management of Project function to monitor and control compliance to schedules and operational objectives set by the COMPANY from time to time.
- 3) The CONTRACTOR will receive Project Work Orders details from the COMPANY. Work order issued by authorized personnel of the COMPANY.
- 4) The COMPANY retains the right to cancel/amend/short close the Work Order or assign the Work Order to another contractor, at the COMPANY's sole discretion.
- 5) The CONTRACTOR should submit the survey reports to the Company for release of final
Drawings for Construction. (OPTIONAL)
- 6) The CONTRACTOR should submit and get approved cable routes, cable/duct layouts arrangement drawings etc. from the EIC. (OPTIONAL)
- 7) Management charges of ROW permission for trenching work, road crossings, building approaches from the appropriate authorities shall be to CONTRACTOR'S account. No extra charges will be paid for this activity. However, the demand note would be paid by the Company. (OPTIONAL)
- 8) Contractor shall apply for and procure the labour license, insurance as per workmen's
Compensation before commencement of Trenching activities and shall submit evidence of the same.
- 9) The CONTRACTOR shall be responsible for arranging the security of all owner's material and protect them from theft/damage whatsoever. Reconciliation of owner's material shall be done as per the Company's norms of wastage. Wastage norms are as per work order.



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The CONTRACTOR shall arrange for adequate & well trained human skills with tools, tackles and required plant & machinery for carrying out Civil & Structural works, Cable lying, Splicing and all associated works to complete the scope of work.

- 10) (a) The CONTRACTOR shall arrange the required equipment such as JCB, HDD machines, Blowing machines, Splicing Machines, as per the specifications and directions of Company's Representative.
 - b) CONTRACTOR will use Blowing machines, Splicing machines & Test equipment's of RJIL approved make to ensure splice joint attenuation loss to be within acceptable limit. Overall link loss also to be within specified limit.
 - c) CONTRACTOR shall deploy standard blowing machines of Plumettaz, CBS, Condux make or equivalent in good condition to carry out blowing of minimum one (1) km (i.e. distance between two consecutive manholes/handholes) in one shot.
 - d) CONTRACTOR shall deploy standard splicing machine of Siemens, X 40/60, Fujikura F 60, Furukawa, Fital S 175, 176 and 177 make and OTDR & LSPM of GDSU and Acterna E-4000/5000/6000 make with valid calibration test certificate from a recognized lab.
 - e) CONTRACTOR shall deploy suction pumps, compressors, tankers and vehicle for recovery of bentonite from pits and disposal of the same at location specified by Municipal Corporation.
- 11) The CONTRACTOR shall mark the layout for works and construction, strictly as per approved/issued drawings and specifications.
 - 12) If for reasons of urgency, the work has to be executed at night, CONTRACTOR shall arrange for proper approvals from concerned authority and illuminating the site with proper barricading/fencing/warning sign boards as safety measures, at its own cost.
 - 13) The CONTRACTOR shall carry out any other associated work necessary for the total completion of the scope of work and to make the area/site operational, whether or not specifically mentioned in the scope.
 - 14) It is the responsibility of the CONTRACTOR to get the work approved by the EIC.
 - 15) Once the work is complete, the CONTRACTOR should give intimation about the readiness for start up of the required Quality



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tests/checks/audits, and conduct the same in the presence of Company's team.

16) After successful completion of the Quality tests/checks, CONTRACTOR should hand over the works to the designated Company's representative for the final Integration.

17) Planned Event on new route/section is to be done by the existing CONTRACTOR who has executed the route. CONTRACTOR shall intimate Company's representative regarding the planned event and Company may confirm the planned event as per their own internal guidelines.

18) The CONTRACTOR shall prepare the As built drawings (ABD) along with Duct Integrity Test (DIT) Report, OTDR report, Blowing report & LSPM report and submit required number of copies (including soft copies) to the Company office. Bidirectional OTDR test shall be done for all stretches built by CONTRACTOR.

19) The CONTRACTOR shall restore/level the site as required, remove and dispose off the debris, waste materials from site and leave the site in an absolute clean manner.

20) The CONTRACTOR shall prepare and circulate the Progress Report to all the concerned as per Company's requirements and in the format (hard & soft) approved by the Company. All the critical issues to be highlighted in the report. Reporting shall be in the format prescribed by the Company

21) The CONTRACTOR shall attend all review meetings & submit data required by Company in terms of progress, quality, material, workmanship etc. The construction program shall be prepared keeping in view the requirements as stipulated above.

22) The CONTRACTOR shall keep proper housekeeping at the work site, stores, and warehouse for easy traceability, receipt and issue of owner's materials. No extra compensation shall be paid to the Contractor on this account.

23) The CONTRACTOR shall ensure that the measurements for all works if required, which may be partially or wholly hidden in the course of construction, are duly recorded jointly before the portion of the work becomes inaccessible for measurements.

24) The CONTRACTOR should return and reconcile all the owner's materials to the Company within five (05) days from the date of the completion of work and obtain the receipt for the same.



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- 25) The CONTRACTOR shall follow the work rules, health and safety requirements for self and for the workers, to create least obstruction or disturbance during the work.
- 26) The CONTRACTOR should inform the Project Lead/ Head and Commercial Head about any untoward, unusual and irregular activity / incidence immediately upon happening of the event.
- 27) CONTRACTOR shall furnish the complete detail of machine to be deployed for execution of this project i.e., make/model and capacity.
- 28) Work should be executed by well trained and experienced personnel to ensure required quality and work acceptance criteria with safety to achieve company specified splice loss/link loss parameters.
- 29) CONTRACTOR shall use g tools like duct cutter and chamfering tool of standard make/quality.
- 30) CONTRACTOR shall use de-coiler for uncoiling of ducts to avoid kinks/undulations.
- 31) CONTRACTOR shall provide the execution plan immediately on getting Work Order
- 32) The progress of the execution will be monitored against the execution plan submitted / agreed in the kick off meeting with Company's EIC.

PO Payment Milestone Annexure

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Sr.No	Description	Amount / %	Pmnt Period (In Days)	Expected Date
1	SERVICE	128733.67INR (100.00%)	30	

Note

1 > Payment period for the payment against proforma Invoice shall be applicable from the date of receipt of Invoice(s) alongwith Supporting Document(s).

2 > Payment Period for Supply of GOODS shall be applicable from the date of receipt of GOODS at site or Date of submission of Invoice(s) whichever is later.