

## Purchase Order

Order No: 4400002393 / Date : 20.07.2021

**Bill From:**  
**Connectivity IT Solutions Pvt Ltd No. 1877, 31st Cross, 10th Main,**  
 1st Floor, Banashankari 2nd stage, Bangalore 560070, Bangalore  
 560070, Karnataka,  
 560070  
 Phone: +91-  
**GSTIN No: 29AAGCC1283L1ZC**  
 State Code: 29  
 State Name:  
**Vendor number : 76876**

**Order No** :4400002393  
**Date** :20.07.2021  
**Your Ref** :  
**Date** :  
**CIN No** :UO2692MP2005PLC017865  
**Transaction Type** :Domestic  
**Nature of Trans** :Inter State  
**Nature of Supply** :Goods

**Bill To:**

**Calderys India Refractories Ltd.**

Katni Refractory Works  
 P.O. Katni, C.F., Pin 483504  
 Dist. Katn  
 Ph: Phone: 07622-224563

**GSTIN NO: 23AAFCA3610G1ZB**

State Code: 23  
 State Name: MP  
 PAN No:AAFCA3610G

**Dear Sir**

**Please supply the following material/service as per the terms and conditions as mentioned below**

S.No	Material Code	Product/Description	Delivery Date	HSN/SAC	Quantity	UOM	Unit Price (INR)	Amount (INR)
1	1200000005798	Catalyst 9200L 24-port PoE	31.08.2021	8517 62 90	2.000	PCS	<b>116,004.24</b>	232,008.48
						IGST	18.00 %	41,761.53
2	1200000005804	C9200L Cisco DNA Essentials, 24-port,	31.08.2021		2.000	PCS	<b>18,032.82</b>	36,065.64
						IGST	18.00 %	6,491.82
3	1200000005802	1000BASE-SX SFP transceiver module	31.08.2021	8517 69 90	4.000	PCS	<b>14,781.00</b>	59,124.00
						IGST	18.00 %	10,642.32
4	1200000005790	Fiber patchcord - LC to SC - 4m	31.08.2021	8544 60 90	4.000	PCS	<b>2,660.58</b>	10,642.32
						IGST	18.00 %	1,915.62
Total Basic								337,840.44
Total GST Value								60,811.29
THREE LAKH NINETY EIGHT THOUSAND SIX HUNDRED FIFTY TWO RUPEES ONLY								398,652.00

**Terms & Conditions:**

Header Text	<ul style="list-style-type: none"> <li>• Sub: Purchase Order for Supply of "CISCO Switches for Fiber connectivity , WIFI" at Katni Refractory works,MP.</li> <li>Ref: Your final offer via mail Ref: CS-SQ-BLR-2021-22-000062 mail Dated-06.07.2021, our LOI Dated-20.07.2021 &amp; subsequent discussion held with us.</li> </ul>
Pricing Types	<ul style="list-style-type: none"> <li>Our Cess REf:7115.2021.51, PR Ref: 20002768.</li> <li>• The above prices are inclusive of all the charges.</li> </ul> <p style="margin-left: 20px;">GST : Extra @18%, please raise GST paid Invoice in duplicate</p>
Terms of Delivery	<ul style="list-style-type: none"> <li>Warranty : Lifetime warranty for Cisco Switches (Connectivity will raise RMA , Connectivity cannot commit on ETA on replacement device).</li> <li>• Delivery : Material delivery 6 to 8 week. Delivery address as follows:-</li> </ul>



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**Terms & Conditions:**
**Shipping Instructions**

:

Work & Delivery Location :  
KRW :Calderys India Refractories Limited  
Katni Refractory Works,P.O.Katni, C.F.,  
Pin - 483504,Dist.Katni , (M.P.),India.

Our GST for Katni: 23AAFCA3610G1ZB.

To be submitted to Mrs.Reeta Burman & the bill to be addressed to the kind attn of Mr.Satyendra Kumar,Industrial Operations Director Katni Refractory Works, Madhya Pradesh.

**Payment Terms**

- Payment : 100% within 45 days from the date of Invoice & successful Installation and submission of bills to the respective locations.Soft copies of the Invoice is to be shared via mail to the following mail id's:  
Shyamal.Bhattacharjee@calderys.com,javed.shaikh@calderys.com
- " If your organization falls under the category of Micro, Small and Medium enterprises accordance to "The Micro, Small and Medium enterprises Development Act 2006" please send us registration details within 10 days from the date of order.

Child labour & Forced Labour Prohibition Clause: "Please note that in doing business with IMERYS you would comply with the local laws and regulations regarding Child Labour and Forced Labour Prohibitions, and / or the ILO standards if the local regulations are not stricter or there is no relevant local regulations.

Conflict of Interest Clause:-No Current ,Prior or Potential Conflict Interest. That the vendor / Seller has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

In case of Conflict of Interest arising out of any situation, the Vendor / Seller shall immediately notify in writing the "conflict of Interest" to the company (Attn : To the Company Secretary ,Calderys India Refractories Ltd and Copy to Secretary To, The Managing Director, Calderys India Refractories Ltd).Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, vendor/seller shall immediately inform the Company in writing for appropriate action if it finds that a conflict of interest exists and poses a material conflict to and with the performance. In case of non -disclosure of potential conflict of Interest, company has the right to annul the order.

The Supplier is requested to ensure in a timely manner, adhere to all acts and compliances, including timely filing of GST returns, required under the applicable GST laws SO that Calderys is able to avail the Input Tax Credit of the GST applicable on the supplies made by the Supplier.

The supplier acknowledges that any failure in the GST obligations can cause significant losses to Calderys in the form of loss of GST credit and interest / penalty liability theron. Hence, the vendor hereby agrees that the Calderys will reimburse the GST component on supplies received only when the corresponding credit has become available in the electronic credit ledger of the relevant GST registration of the Company.

Further, the Supplier agrees to, at all times, hold harmless and indemnify the Company from and against all claims, liabilities , expenses , proceedings, costs and losses that may be suffered or incurred by Calderys which may arise out of or in connection with any failure by the supplier to adhere to its obligations as mentioned above.

**Warranties**

- Risk Purchase Clause : In case of you failure to supply material as per our schedule, Calderys (Buyers) reserves the right to curtail or cancel the order in full or part thereof if the vendors( Sellers) fail to comply with delivery schedule and other terms and conditions of the order. Calderys also reserves the right to procure the same or similar materials through other sources at the vendor's risk,cost and consequences.In that event additional/differential amount will be deducted from your pending bills.Further, the vendors agree to pay the differential cost of such procurement from other sources by Calderys.

**Penalty Clause**

- Cancellation: This purchase order may be cancelled, in whole or part, without assigning any reason thereof, at the sole discretion of the Managing Director / Commercial Head, Calderys India Refractories Limited.

The Order is subject to Nagpur Jurisdiction only. In case of you failure to supply material as per our schedule, we reserve the right to give order to other party at your cost and risk. In that event additional/differential amount will be deducted from your pending bills.

The General Terms and Condition of Purchase Order is enclosed which shall also form part of this purchase order. In case of any conflict between the clauses of this purchase order and General Terms and Conditions of this order, then the terms of this Purchase Order prevail.

We are enclosing one duplicate copy of this order for your acceptance. Please acknowledge the receipt of this purchase order and return the duplicate copy duly signed and stamped on each page as a token of acceptance of this purchase order with terms and conditions stipulated therein. Incase if we do not receive the signed copy of this Purchase Order from you but we receive the material after the date of this purchase order we will treat that you have accepted all the terms & conditions mentioned in this purchase order.



a member of  
**IMERYS**

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## Terms &amp; Conditions:

## Vendor Memo (General) : Force Majeure:

Calderys( Buyer )shall not be liable for any delay or failure to perform any of its obligations under this Agreement if the delay or failure due to the events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, terrorism, earthquakes, fire, flood or industrial disputes, and the Buyer shall be entitled to a reasonable extension of its obligations.

## GENERAL TERMS &amp; CONDITIONS OF PURCHASE

1. **Order acceptance:** The duplicate copy of the Purchase Order shall be returned to us within 15 days from the date of order, duly signed and stamped by your authorized signatory, as a token of having accepted the order and its terms and conditions. If no written communication is received from you within the above period, it shall be presumed that you have accepted the order in full.
2. **Consignee Address:** Calderys India Refractories Limited,  
Katni Refractory Works,  
P. O. Katni C.F., KATNI - 483504,  
Madhya Pradesh, INDIA.
3. **Our Banker's address:**  
For Katni Refractory Works,  
State Bank of India,  
Near Civil Hospital,  
**KATNI - 483 501 (M.P.).**
4. **GSTIN No :**23AAFCA3610G1ZB.
5. **Income Tax details :** PAN - AAFCA3610G.
6. **Delivery:** Indigenous materials / goods shall be delivered under clean Tax Invoice, clear LR, Test Certificate. Imported materials / goods shall be delivered under clean Invoice, Bill Of Lading, Packing List, Certificate Of Origin, Certificate Of Analysis, Insurance Certificate etc.,
7. **Mode of dispatch:** An indigenous material against our Purchase Order is to be dispatched in Trucks to our factory either through our or your authorized transporter. An imported material against our Purchase Order is to be dispatched in break bulk or in Containers and to be sea freighted to one of our Indian Ports.
8. **Payment through Bank:** In the case of payment through Bank, one copy of the bill along with all the other relevant documents must be sent to our Registered Office for verification. All bank charges shall be borne by the you. We shall not be liable to pay any overdue interest charges on any qualified bank document. Our Banker shall summarily reject bank documents with discrepancies.
9. **Inspection:** Inspection of the material done at our Works shall be considered as per the Test Certificate / Certificate Of Origin & Analysis for its acceptance or rejection. Discrepancies if any will be intimated to you.
10. **Identification Mark:** For ease of identification, individual packages shall be clearly marked with the material name, grade, quantity, batch no., any special mark at our request and date of manufacturing.
11. **Cancellation:** This Purchase Order may be cancelled, in whole or part, without assigning any reason thereof, at the sole discretion of the Unit Head / Commercial Head, Calderys India Refractories Limited.
12. **Arbitration:** In the case of any dispute, the decision of the Managing Director / Unit Head Calderys India Refractories Limited, shall be final and binding.
13. **Jurisdiction:** This order/contract is subject to Katni jurisdiction only.
14. For Tenders/Enquiries only:
  - Quotations must mention the specific make and quantities in the units of measurement specified in the enquiry.
  - The complete break-up of the quoted price must be furnished, indicating the basic price, taxes, duties, freight, discount, etc.
  - We reserve the right to accept / reject any tender in whole or part, without assigning any reason thereof.
  - Sample is to be dispatched by DHL any national / international courier. The sample should be a free of cost. The courier charges and the duties & customs clearance charges etc. are to be borne by you
15. The supplier shall be GST registrant and shall make available copies of the relevant documents to us upon request and ensure to mention GSTIN number on all correspondence.
16. The supplier shall ensure that details of outward supplies and returns for the applicable period are filed within the time limit provided so as to enable us to timely review the uploaded data and communicate the discrepancies to the supplier, if any.
17. The supplier needs issue a Tax Invoice to us which should invariably contain, in addition to regular details, GSTIN of the both the supplier and the recipient, Taxable value of supply, HSN Code, tax rate and the amount of tax, etc.
18. In case of any price changes agreed mutually/as per the terms of the existing Agreement between the supplier and Calderys, after issue of invoice, the debit note/credit note along with applicable GST shall be issued by the supplier.
19. If your organization falls under the category of Micro, Small and Medium enterprises accordance to "The Micro, Small and Medium enterprises Development Act 2006" please send us registration details within 10 days from the date of order.
20. Child labour & Forced Labour Prohibition Clause: "Please note that in doing business with IMERYS you would comply with the local laws and



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regulations regarding Child Labour and Forced Labour Prohibitions, and / or the ILO standards if the local regulations are not stricter or there is no relevant local regulations".

21. Risk- Purchase Clause: Calderys ( Buyers)reserves the right to curtail or cancel the order in full or part thereof if the vendors ( Sellers) fail to comply with delivery schedule and other terms and conditions of the order. Calderys also reserves the right to procure the same or similar materials through other sources at the vendor's risk, cost and consequences. Further, the vendors agree to pay the differentia cost of such procurement from other sources by Calderys.

22. Force Majeure: Calderys( Buyer )shall not be liable for any delay or failure to perform any of its obligations under this Agreement if the delay or failure due to the events or circumstances beyond its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, terrorism, earthquakes, fire, flood or industrial disputes, and the Buyer shall be entitled to a reasonable extension of its obligations.

**Prepared By:**

**For Calderys India Refractories Ltd**

**Verified By:**

**Commercial**  
(Sr Mgr/DGM/GM)

**Finance**  
(Sr Mgr /DGM/ GM/CFO)

**Plant/Corporate Office**  
(Sr/Dep Gen/Gen Mgr/VP/President) D.M.D M.D.

IMERYS



a member of  
**IMERYS**