



L&T Heavy Engineering

A Brand of Larsen & Toubro Limited

Larsen & Toubro Limited

Registered Office :

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Ballard Estate

Mumbai 400 001, India

Tel: + 91 22 6705 0505 Fax: + 91 22 6705 1350

CIN:L99999MH1946PLC004768

Purchase Order

RESTRICTED

Contractor: CONN005 Connectivity IT Solutions Pvt Ltd Vishweshwara nagar road Off Aarey Road Unit no 606,Echo star MUMBAI MAHARASHTRA INDIA 400063 PAN: AAGCC1283L GSTIN: 27AAGCC1283L1ZG		Order No: P0L005100 / VARSHA SHEWALE Order Date: 05-Feb-18 Amendment No.: 0 Amendment Date: 05-Feb-18	
Contact Person: Ruchesh Bhanushali E-mail: ruchesh@connectivitysolutions.in Tel (O): Tel (M): 9870074006		Buyer: VARSHA SHEWALE E-mail: VARSHA.SHEWALE@LARSENTOUBRO.COM Tel (O): 2520 Tel (M):	
PO Description: PO Value: 166769.000 INR Amount in words: One Lac Sixty Six Thousand Seven Hundred Sixty Nine INR Only			
Payment Term: P60 -60 days Delivery Term: OTH- Others Liquidity Damage (L/d): NA			
		For Larsen & Toubro SANJAY CHAKRABORTY HEAD-IT & OE Heavy Engineering	

Note:

Any financial institution / bank shall not treat this contract as a basis for giving or,increasing the limit of Cash Credit to the contractor/s.
Prior permission of the purchaser is required to do so.

Line	Seq	Description	Quantity (Unit)	Price Per Unit INR	Discount (%) INR	Landed Cost Charges INR	SGST INR	CGST INR	IGST INR	Total Line Value INR
1		Item: SRVSTDSOF WARE HSN: 00.00.00.00	1(job)	141330.0 00 INR	0% 0.000 INR	0.000 INR	9% 12719. 700 INR	9% 12719.7 00 INR	0% 0.000 INR	166769.4 00 INR
		Item Description: STANDARD SOFTWARE PROCUREMENT								
		Warehouse: PWNR01 Powai Normal Warehouse GSTIN: 27AAACL0140P3ZH								
		Delivery Location: LARSEN AND TOUBRO LIMITED,MUMBAI,MA								
		Billing Location: LARSEN AND TOUBRO LIMITED,MUMBAI,MAHARASHTRA								
		Freight Mode: NA								
		Weight / Unit 0 (Kgs):								
		Contract:								
		Additional Details: Part Code: L-ISETACACS= Description: Cisco ISE Device Admin License Services Implementation - Fee waived off Implimentation: 1. Installing and enabling Device Admin licence 2. Configuring: TACACS command Sets, TACACS profiles and TACACS Authorizations polices. Configuring ISE for Authentication and Authorization for TACACS for following devices: 2 Core Siwtches, 2 Distribution Switches, 2 Access level Switches, 1 WLC, 1 Firewall								

Line	Seq	Description	Quantity (Unit)	Price Per Unit	Discount (%)	Landed Cost Charges	SGST	CGST	IGST	Total Line Value
				INR	INR	INR	INR	INR	INR	INR
	1	Cost Center/Ledger Acc.				Quantity (Unit)	Confirmed Delivery Date			
		4274002	PEW	PO		1.000(job)				10-Feb-18
		3858								

Material Value	Total Landed Cost Charges	Total SGST	Total CGST	Total IGST	Total PO Value
INR	INR	INR	INR	INR	INR
141330.000 INR	0.000 INR	12719.700 INR	12719.700 INR	0.000 INR	166769.000 INR

Notes:

Terms & Conditions.

1. Taxes - GST @ 18% applicable.
2. Delivery Terms - Within 5-6 days.
3. Payment Terms - 60 days after receipt of item(s).
4. Delivery & Billing Address -
Larsen & Toubro, Heavy Engineering,
North Block 1, 6th floor,
Gate No - 1, Powai Campus,
Saki Vihar Road, Powai
P.O. Box 8901, Mumbai 400 072
Contact Person – Varsha Shewale
Contact No - +91-22-67052520

ENVIRONMENT, SAFETY AND HUMAN RIGHTS REQUIREMENTS

1. Supplier/Contractor shall take full responsibility for the Health and Safety of their Employees during the operations.
2. The Supplier/Contractor has to follow the statutory government rules related to contract labour, Factories act, Industrial dispute acts, Child labour act, Employees Insurance act and any other acts related to employees as brought by Government from Time to Time.
3. They would also provide training to their employees regarding safe working procedures.
4. The Supplier or his subcontractor shall not employ any child below the age as prescribed by Local Government rules.
5. The Supplier or his subcontractor shall not employ any methods of forced labor for their operations.

GENERAL CONDITIONS OF PURCHASE

1. Any special conditioned mention in the Purchase order shall be read in conjunction with the general purchase conditions and all other documents forming part of this contract. Where any portion of the general purchase conditions is repugnant to or at variance with any provisions of the special conditions, special purchase conditions shall be deemed to override the provisions of the general purchase condition and shall to the extent of such repugnancy or variance, prevail.

2. The seller shall acknowledge the receipt of the purchase order within seven days following the mailing of this order and shall thereby confirm his acceptance of this purchase order in its entirety without exception. With seller's acceptance of provisions of the purchase order he waives and considers as cancelled any of general sales conditions.

3. The terms and conditions of the purchase order constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by the authorised representatives of the buyer and seller.

4. DELIVERY TERMS:

a) Delivery Date: Time of delivery as mentioned in the purchase order shall be essence of the contract and no variations shall be permitted except with prior authorisation in writing from the buyer.

b) Place of Delivery: The goods shall be delivered / despatched strictly as per the instructions in the purchase order.

c) Delayed Delivery: The time and date of delivery as stipulated in the order shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as stipulated in the order or any extension sanctioned. The buyer shall be at his option either.

i) Accepted delayed deliveries at price reduces by a sum / percentage mentioned in the purchase order for every week of delay or part thereof.

ii) Cancel the order in part or in full and purchase such cancelled quantities from elsewhere on account of and at the risk of the seller without prejudice to his rights under (i) above in respect of goods delivered.

d) Delays due to Force Majeure: In the event of the causes of force majeure occurring within the agreed delivery terms, the delivery date can be extended by the buyer on receipt of application from the seller without imposition of penalty. Only those causes which depend on the natural calamities, civil wars and national strikes which have a duration of more than seven consecutive calendar days are considered the causes for force majeure. The seller must advise the buyer by a registered letter duly certified by the Local Chamber of Commerce or Statutory Authorities, the beginning and the end of the cause/s of delay immediately but in no case later than ten days from the beginning and end of each cause of force majeure as defined above.

e) Goods: The goods shall correspond with the description of samples of the original specification thereof in full detail and must be delivered and despatched / within the stipulated time, as the case may be otherwise the same shall be liable to be rejected and the seller shall be deemed to have wrongfully neglected to deliver the goods according to the contract. The buyer shall in that event at his discretion, be entitled to either purchase such goods from other sources on seller's account in which case the seller shall be liable to pay to the buyer any difference between the price at which such goods have been purchased and the price calculated at the rate set out in this order or to hold the seller liable to pay the buyer damages for non-delivery of goods for such wrongful negligence.

f) Packing: Goods supplied against the order must be suitably and properly packed. (Confirming for special conditions stipulated by the buyer, if any for sale and or undamaged transport by road or rail or sea or air).

5. EXAMINATION OF GOODS : Irrespective of the fact that the goods are delivered to the buyer by the seller at the seller's place or at buyer's office or are dispatched as per buyer's instructions, by the rail or by road or by sea or by air, the goods shall always be supplied subject to detailed inspection at the buyer's site or such other destination as specified in the order for ascertaining whether goods are conformable with the contract or not and until then in no event the buyer shall be deemed to have accepted such goods and upon any rejection of goods in question the seller shall be deemed to have failed to deliver the concerned goods in accordance with the contract.

6. REJECTION / REMOVAL OF REJECTED GOODS AND REPLACEMENT: Within five days from the receipt of intimation from the buyer of his rejection to accept the goods, the seller shall remove at this own cost the rejected goods from the buyer's site at wherever such goods are laying. The buyer shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected goods whatsoever and such goods shall be at the seller's risk entirely. The seller shall pay to the buyer reasonable storage charges for storing such rejected goods for a period exceeding fifteen days as aforesaid.

7. BILLS / INVOICES: All bills / invoices for supplies made bearing sales tax registration number of the seller should be marked to Finance & Accounts Department,, in triplicate duly endorsed with Purchase Order Reference Number and Date and be in variably accompanied by advice of dispatch, detailed packing list and should also be accompanied by an appropriate certificate necessary under the Sales Tax legislation. Such bills / invoices will be paid for by the buyer within number of weeks of receipt thereof as mentioned in the purchase order or unless otherwise agreed and incorporated in the purchase order.

NOTE: Kindly follow the billing instructions carefully to enable early settlement of your dues. Disregard of the same may involve delay in such settlement. Please note to mention the following information in your bills: (1) Vendor Code Number. (2) Purchase Order Number (3) Purchase Order Line Number. (4) Item Code Number, if any. This will always be available in the Purchase Order sent to you.

8. WARRANTY: The seller warrants that all materials and or workmanship shall be of first class quality and the materials supplied under this purchase order shall be suitable for the purpose for which the same is to be used. The seller shall guarantee that the material shall be in strict compliance with the specifications and requirements agreed upon and further agrees that all materials / goods shall be repaired or replaced as the case may be at his own expenses, in case the same has been found to be Defective in respect of materials, workmanship, design, or process of manufacturing, within a period of twelve months after the same has been put in use or twenty months from the date of acceptance of the goods by the buyer whichever is earlier.

9. RIGHT OF THE BUYER TO SET OFF: The buyer shall be entitled to recover from the seller any sum/s due to the buyer on account of any damage/s or otherwise, whether in respect of supplies under this order or under any of their previous purchase orders by deducting such sum from the amount due by them to the seller in respect of supplies made under this order or any of their previous or subsequent orders.

10. LIEN OVER GOODS:

It is explicitly agreed by and between the seller/contractor and the buyer that, the seller / contractor shall, at no time, have any lien, whether general or special or in any other manner whatsoever, over/on the buyer's goods lying in the possession / custody of the seller / contractor or any other person on behalf of the seller / contractor, whether such goods are handed over to the seller / contractor or such other person for the purpose of processing such goods or for any other purpose whatsoever.

11. CANCELLATION : The buyer reserves his right to cancel his purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the seller if : (i) The seller fails to supply in accordance with the terms of the purchase order. (ii) The seller goes bankrupt or goes into liquidation. (iii) The seller fails to deliver the goods on time and / or replace the rejected goods promptly. (iv) The seller makes general assignment for the benefit of the creditors. (v) Receiver is appointed in respect of property of the seller. The buyer shall also be entitled to cancel this order without assigning any reason/s or becoming in any way liable in such cancellation, provided that in such event the buyer shall accept the goods already manufactured in accordance with this order and pay for the same.

12. NON-WAIVER : Failure of the buyer to insist upon any of the terms or conditions incorporated in the purchase order or failure or delay to exercise any rights or remedies herein or by law, or failure to properly notify seller in the event of breach or the acceptance or payment of any goods hereunder or approval of design shall not release the seller and shall not be deemed a waiver of any right of the buyer to insist upon the strict performance thereof or of any of his or their rights or remedied as to any such goods regardless of when goods are dispatched, received or accepted.

13. CONTRACTUAL OBLIGATIONS: The products / parts thereof shall be manufactured by you to L&T's drawings and specifications. These drawings and specifications are L&T's property and for L&T's exclusive use. You hereby agree that you shall have no right to dispute this. It shall be obligatory on your part not to divulge or cause to divulge the process details or manufacture or cause to be manufactured or enter into any direct or indirect sales of these products / parts nor solicit or entertain any enquires for these products / parts yourself or through others at any time hereafter. Any enquires received by you for these products / parts howsoever should be sent to us forthwith. Your failure to carry out your obligations herein shall mean breach of contract which shall entitle us at any time to take steps to prevent you and also to claim damages for such breach.

14. NON-ASSIGNMENT: This purchase order shall not be assigned to any other agency by the seller without obtaining prior written consent of the buyer.

15. DISPUTES & JURISDICTION: All disputes between the seller and the buyer arising under / pursuant to this order or relating to the price payable there under or any other matter relating to this order shall be settled by arbitration of a sole arbitrator appointed by the mutual consent of the seller and the buyer under and in accordance with the provisions of the Arbitration & Conciliation Act, 1996. Further, disputes if any, arising out of execution of this order / contract shall be subject to the exclusive jurisdiction located within the limits of District.

16. TERMS & CONDITIONS : (i) Supplier to ensure document compliance related to 'Motor Vehicle Act' for their delivery vehicles. (ii) You are requested to mention our PAN No. 'AAACL0140P' as well as your PAN no. for all the invoice exceeding 2 lacs.

17. CODE OF CONDUCT: We have read L&T's Code of Conduct and agree to abide by the same. In case of non-agreement, we will specifically revert to you in writing our apprehensions / reservations in abiding by the Code.

18. CONFIDENTIALITY: Seller hereby undertakes that from date of receipt of Confidential Information, which is defined hereunder, such Confidential Information shall be kept strictly confidential. Confidential Information shall include but not be limited to (a) this Purchase Order and any of its annexures; (b) any and all confidential information including any intellectual property disclosed by seller to the buyer or any of its representatives in relation to this Purchase Order, whatever be the subject matter (e.g. industrial, financial, commercial, business), in any nature or form (e.g. written, oral, computer, including networks and/or electronic mail) thereof; and (c) all analysis, compilations, studies, or other documents prepared by seller or its representatives that contain or reflect such confidential information. Further seller undertakes to (i) exercise in relation to the Confidential Information, the same degree of care and protection as it applies to its own confidential information; (ii) to disclose Confidential Information of the buyer only to its authorized representatives requiring access to such Confidential Information for the sole purpose of executing of this Purchase Order and who have been duly informed of the strictly confidential nature of such Confidential Information and the terms of this Purchase Order to not use Confidential Information of the buyer, in whole or in part, for any objective other than the purpose of this Purchase Order, without the prior written consent of the buyer; and (iii) not disclose Confidential Information of the buyer to a third party without the prior written authorization of the buyer and provided that such third party undertakes in writing to comply with the same

confidentiality obligations as provided herein under this clause. Seller shall defend, indemnify, release and hold harmless the buyer, its directors, officers, employees, representatives, successors and assigns, against any and all suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities arising from any infringement of breach of the confidentiality obligation committed to the buyer under this Purchase Order. Seller further agrees to indemnify buyer for any attorneys' fees or other costs that buyer incurs in the event that buyer has to file a lawsuit to enforce this indemnity or any other provision of this Purchase Order.

19. EXCEPTIONS TO CONFIDENTIALITY: Confidential Information shall not include the following information, which (a) was in the public domain prior to or after disclosure through no fault of the seller; (b) was, to the knowledge of the seller, lawfully received from third parties without fault of the seller and without restriction or breach of this Purchase Order; or (c) if disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the seller gives the buyer prompt prior written notice to that effect. The seller will cooperate with the buyer if they seek to obtain a protective order concerning such Confidential Information.

Invoicing/ Documentation instructions to Supplier/ Contractor:

(i) Tax Invoices under GST should contain the following details:

Name, Address, GSTIN No of Supplier/ Contractor, Buyer & Consignee (if other than Buyer)

State Name and State code

HSN Code of goods or Accounting code of services

Description of Goods or Services, Quantity & UOM

Purchase Order No & Date

Value of Goods or Services

Assessable Value of Goods or Services

Rate of Tax (CGST, SGST or IGST)

Amount of Tax (CGST, SGST or IGST)

Place of Supply along with the name of State

Place of Delivery if different from place of supply

Is tax payable on reverse charge? (Y/N)

No. of Packages, Gross & Net Weight

Mode of Dispatch, Delivery challan No. & Date

LR/RR No. & Date

Name of Transporter

Signature or digital signature of the Supplier/ Contractor or his authorised representative.

(ii) Submission of Invoice copies

Original copy being marked as "ORIGINAL FOR RECIPIENT"

Duplicate copy being marked as "DUPLICATE FOR TRANSPORTER"

(iii) If supplier/ contractor is unregistered, Bill of supply has to be submitted instead of Tax Invoice:

Bill of supply should contain the following details

Name, Address, GSTIN No of Supplier/ Contractor, Buyer & Consignee (if other than Buyer)

State Name and State code

HSN Code of goods or Accounting code of services

Description of Goods or Services, Quantity & UOM

Purchase Order No & Date

Value of Goods or Services

Place of Delivery if different from place of supply

Is tax payable on reverse charge? (Y/N)

No. of Packages, Gross & Net Weight

Mode of Dispatch, Delivery challan No. & Date

LR/RR No. & Date

Name of Transporter

Signature or digital signature of the Supplier/ Contractor or his authorised representative.

(iv) Other Clauses:

1. At the time of delivery of goods, Supplier/ Contractor shall submit "Duplicate for Transporter" copy of Tax Invoice along with the consignment.

2. "Original for Recipient" copy of Tax Invoice shall be send through courier to the concentrated buyer within 2 working days from the date of supply of goods or Services.

3. Supplier/ Contractor shall provide copy of Tax invoices prepared in accordance with Goods & Service Tax Invoice rules incorporating all the required information to enable the buyer to avail Input Tax credit.

4. Supplier/ Contractor should ensure that

• Registration as required under provision of GST law is obtained within statutory time limit.

• Tax invoices has been issued in confirmatory with the provisions of GST Act and rules made thereunder.

• Tax amount shown under Invoice has been paid within due date as per the provisions of GST Act & rules made thereunder.

• All the Returns as required under GST Law will be filed within due date incorporating the correct GSTIN no of the buyer.

5. In the absence of or deviation from any or all of the required information, the invoice shall be deemed as defective invoice and may result in non-payment. Further supplier/ Contractor will not be eligible for the reimbursement of Tax paid against such invoice as L&T may not get the Input Tax credit of same.

6. Any loss of Input Tax credit due to non-compliance or mistakes attributable to Supplier/contractor will not be reimbursed to the Supplier/contractor or shall be recovered from such Supplier/contractor, if already reimbursed earlier.

7. Any increase in the rate of taxes, duties or levies imposed during the contractual period as a result of any statutory variation or introduction of new taxes, duties or levies shall be paid to Supplier/ Contractor to the extent of actual quantum of such increase upon submission of satisfactory documentary proof thereof. However, in case of delay in the supply of Goods or services / completion of work due to reasons attributable to Supplier/ Contractor, such increase in the rate of taxes, duties or levies after the contract completion date shall be to the Supplier's/ Contractor's account. Further, in case of any decrease in the rate of such taxes, duties or levies, sum equivalent to such decrease, shall be reimbursed to L&T.

8. No increase in taxes, duties or levies in respect of input cost, on account of statutory variation shall be allowed to the Supplier/ Contractor. However, the sum equivalent to any decrease in input cost on account of reduction in taxes, duties or levies shall be reimbursed to L&T.

9. Supplier/ Contractor shall ensure compliance with all the necessary requirements under the laws, regulations and rules relating to Goods and Services Tax ("GST") including but not limited to submission of documents to tax authorities within the statutory time limit.

10. Any expense, cost or liability including but not limited to the interest or penalty imposed on or incurred by L&T on account any non-compliance, mistake, negligence or violation by the Supplier/ Contractor or its subcontractor of such laws, regulations and rules relating to GST shall be to the Supplier's/ Contractor's account and equivalent sum thereof shall be recovered from the Supplier/contractor.

[Click Here to download GST Guidance Note for Vendors](#)

POWAI

PAN

AAACL0140P

ADDRESS

POWAI CAMPUS, SAKI VIHAR ROAD, P.O. BOX 8901, MUMBAI 400 072