

BEML LIMITED

(A Govt. of India Mini Ratna Company Under Ministry of Defence)
CIN : L35202KA1964GOI001530
REGD OFFICE : BEML SOUDHA
23/1, 4th Main, S.R. Nagar, Bengaluru - 560 027



Purchase Order

Ordering Plant Address

BEML Limited,
Regd. Office : BEML Soudha, No 23/1,,4th
Main S.R. Nagar,
Bangalore - 560027
Karnataka - 29
India
TEL : 080-22963179
FAX : 080-25242942
EMAIL : gmcm@beml.co.in
GST No : 29AAACB8433D1ZU

Vendor Address

Connectivity IT Solutions Pvt Ltd
No.1877, 1st Floor, 31st Cross,
10th Main, Banashankari 2nd stage,
Bangalore- 560070
Karnataka - 29
India
GST No : 29AAGCC1283L1ZC

Information

Document Number	HQ00/CPC/4510004954/0
Date	13.03.2024
Your Reference	
Vendor No.	661642
EM No.	
Currency	INR
Buyer	COR PUR CELL
Phone	080-22963245
Fax	
E Mail	purchase.hq@beml.co.in
Delivery Date	25.04.2024
Your Quotation	NIL
Your Quotation Date	12.03.2024

Dear Sirs,

Please supply the following materials in accordance with the TERMS AND CONDITIONS specified in addition to the GENERAL TERMS AND CONDITIONS attached/ overleaf: **For any clarifications, please contact the Ordering Plant only.**

Shipping Address

BEML Limited,
Regd. Office : BEML Soudha, No 23/1,, 4th Main S.R. Nagar,
Bangalore- 560027
Karnataka - 29India
GST No: 29AAACB8433D1ZU

Terms of payment

As Mentioned Below

Currency INR

Terms of delivery

FDD(FOR Door Delivery) /BEML LIMITED, BEML SOUDHA

Delivery date: Day 25.04.2024

3	8630401684	1.000	NO	18,044.00/ NO	18,044.00
	83025000	9.00 %			3,247.92

Kramer - CA-HM 50 feet

Delivery date: Day 25.04.2024

4	SERVICES	1.000	AU	6,780.00/ AU	6,780.00
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Installation Charges

Delivery date: Day 25.04.2024

The item covers the following services:

1)	Installation Charges /	9.00 %	1.000	AU	6,780.00	6,780.00
	998719		9.00 %			1,220.40

Total net value Excl. tax	INR	2,85,289.00
Total CGST	INR	37,428.01
Total SGST/UTGST	INR	37,428.01
Total Tax Values	INR	74,856.02
Total net value Incl. tax	INR	3,60,145.02

(Rupees Three Lakhs Sixty Thousand One Hundred Forty Five and Two Paise Only)

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PO number/date 4510004954 / -0 / 13.03.2024

(A) IMPORTANT NOTES

- 1) Time of delivery is the essence of this Contract.
- 2) This order is also governed by the conditions of BEML as detailed in form no 8205350535 as per revised purchase manual / enclosed herewith.
- 3) To avoid non-acceptance, ensure to indicate P.O.NO, ITEM NO, PART NO. AND VENDOR CODE in the Delivery Challan accompanying the material.
- 4) Inspection: by BEML / RITES / CQA / SQAE / at BEML / FIRMS WORKS.
- 5) Kindly acknowledge the delivery schedules and order acceptance within 15days or otherwise it will be deemed as accepted.
- 6) Liquidated damages and not by way of penalties will be recovered for delayed supplies @0.5% of the price of any stores not delivered per week or part thereof, subject to maximum of 5% of the value of the delayed portion of the Purchase Order. GST at applicable rates shall be charged extra on the Liquidated damages recovered.
- 7) All deliveries are to be made to "The Stores Manager" of the shipping address mentioned in this Purchase Order.
- 8) In case during RQAW inspection, Non-Conformance (NCR) having snags/ deviation or call memo (parts not ready for inspection is reported), a Penalty of Rs.3000/- will be levied every time.
- 9)
 - (a) Please note the Entrepreneur's Memorandum Number Indicated against your Vendor code. If there is any discrepancy or the EM No is missing ,Please furnish us the copy of certificate issued by DIC to update our records w.r.t MICRO,SMALL/MEDIUM Classification. This information is required to avail the benefit under the MSMED Act 2006 and New Public Procurement Policy for Micro and Small enterprises effective from April 2012.
 - (b) In order to ensure timely release of payments, please forward along with material the following documents:
 - (i) Duplicate invoice for transporter.

12) Material Safety Data Sheet (MSDS) Certificate to be enclosed with all supplies wherever applicable.

13) SECRECY CLAUSE:

a. All the information, know-how, technical date, specification and drawing models or specimens furnished by BEML for the purpose of or in connection with the manufacture and supply of these stores hereby tendered constitute the property of BEML and the supplier shall keep them in strict confidence and he shall not divulge the same to anyone else except under the authority and for the purpose of BEML. All such documents, data, drawing, models and specimens are the property of BEML and shall be returned when done with or when demanded by BEML.

b. The supplier shall not supply material ordered by BEML to anyone else other than BEML and shall not disclose any initiations, development or adaptations thereof to anyone else except with the written consent of BEML.

c. BEML shall be entitled to prevent breach of the above and to damages in case of breach.

14) The rejected materials shall be lifted by the vendors within 90 days from the date of communication of the quality notification by the quality department failing which the same shall be scraped by BEML without further notice.

15) All Other Terms and Conditions of our Tender Enquiry/ Bid Invitation also forms part of this Purchase Order.

(B) GST Terms & Conditions

1) The Supplier is required to comply with all the applicable provisions of the GST Laws / Rules / Notifications / Circulars and to furnish required documents / details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.

2) The Supplier is required to furnish proper Invoice/Supplementary Invoice / Debit Note /Credit Note in the form and manner prescribed under GST Laws / Rules / Notifications / Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws / Rules / Notifications / Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws / Rules / Notifications / Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws / Rules / Notifications / Circulars.

3) In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.

4) In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws / Rules / Notifications / Circulars for such delays shall be recovered from the Supplier.

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- 5) In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws / Rules / Notifications / Circulars, GST amount paid by BEML towards such reversal as per GST Laws / Rules / Notifications / Circulars shall be recoverable from Supplier along with applicable interest.
- 6) If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws / Rules / Notifications / Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses / expenses / cost / penalty, etc incurred by BEML shall be recoverable from the Supplier.
- 7) Wherever applicable, BEML will have the right to deduct "Tax Deducted at Source" at the rate prescribed under the GST Laws /Rules / Notifications / Circulars and to remit the same to the Government.
- 8) In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws / Rules / Notifications / Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses / expenses / cost / penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that "The liability of payment of GST amounting to Rs _____ is on the Recipient of Service" in the invoice raised on BEML.
- 9) The Supplier is required to comply with the E-Way Bill Provisions under GST Laws / Rules / Notifications / Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses / expenses / cost / penalty, BEML shall be entitled to recover the same from the Supplier.
- 10) In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws / Rules / Notifications / Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST losses / expenses / cost / penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
- 11) GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST

under the CGT Laws / Taxes / Assessments issued by the relevant authority. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses / expenses / cost / penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Thanking you,
Yours faithfully

For BEML Limited,

(TERMS & CONDITIONS REFER ANNEXURE)

Authorized Signatory