

# 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                                                                                                                                                                                                            | Information                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BEML Limited,<br>Regd. Office : BEML Soudha, No 23/1,,4th<br>Main S.R. Nagar,<br>Bangalore - 560027<br>Karnataka - 29<br>India<br>TEL : 080-22963179<br>FAX : 080-25242942<br>EMAIL : gmcm@beml.co.in<br>GST No : 29AAACB8433D1ZU | <b>Document Number</b> HQ00/CPC/9730000033/0<br><b>Date</b> 08.11.2022<br><b>Your Reference</b><br><b>Vendor No.</b> 661642<br><b>EM No.</b><br><b>Currency</b> INR<br><b>Buyer</b> COR PUR CELL<br><b>Phone</b> 080-22963245<br><b>Fax</b><br><b>E Mail</b> purchase.hq@beml.co.in<br><b>Delivery Date</b> 30.11.2024<br><b>Your Quotation</b> 2303914<br><b>Your Quotation Date</b> 01.08.2022 |
| Vendor Address                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                  |
| Connectivity IT Solutions Pvt Ltd<br>No.1877, 1st Floor, 31st Cross,<br>10th Main, Banashankari 2nd stage,<br>Bangalore- 560070<br>Karnataka - 29<br>India<br>GST No : 29AAGCC1283L1ZC                                            |                                                                                                                                                                                                                                                                                                                                                                                                  |

Dear Sirs,

Please carry out the following services 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.**

|                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                    |              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>Shipping Address</b>                                                                                                                                                                                                                                                                                                                                                            | BEML Limited,<br>Regd. Office : BEML Soudha, No 23/1,, 4th Main S.R. Nagar,<br>Bangalore- 560027<br>Karnataka - 29India<br>GST No: 29AAACB8433D1ZU |              |
| <b>Terms of payment</b>                                                                                                                                                                                                                                                                                                                                                            | As Mentioned Below                                                                                                                                 | Currency INR |
| <b>Terms of delivery</b>                                                                                                                                                                                                                                                                                                                                                           | FDD(FOR Door Delivery) /                                                                                                                           |              |
| <b>Legacy PO Number</b>                                                                                                                                                                                                                                                                                                                                                            | GEMC-511687774024466 18.11.22                                                                                                                      |              |
| Amendment : management accorded approval for extension of validity for one year from 01.12.2023 to 30.11.2024 with revised value . All other tems an conditions remains same                                                                                                                                                                                                       |                                                                                                                                                    |              |
| WAN AND LAN EQUIPMENTS AMC WITH FIELD ENGINEER SUPPORT FOR A PERIOD OF ONE YEAR                                                                                                                                                                                                                                                                                                    |                                                                                                                                                    |              |
| 1. The scope of work by the Service Providers will be as per Annexures                                                                                                                                                                                                                                                                                                             |                                                                                                                                                    |              |
| 2. Payment terms: Payment will be made in arrears on completion of each quarter of service subject to certification from DT department.                                                                                                                                                                                                                                            |                                                                                                                                                    |              |
| 3.Duration: one year from the date of Purchase Order. from 01.12.2022 to 30.11.2023                                                                                                                                                                                                                                                                                                |                                                                                                                                                    |              |
| 4. Performance Bank Guarantee: The Successful bidder is required to submit Performance Bank Guarantee for 3% of the Purchase Order (PO) value drawn from any scheduled commercial bank authorised by RBI, Valid for a period of 13 months from the date of PO to be submitted within 30 days of placement of PO. EMD will be returned after receipt of Performance Bank Guarantee. |                                                                                                                                                    |              |
| 5. Liquidated Damages: If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @0.5% per week (7days) and part thereof, subject to a maximum of 10% of the value of the delayed portion of the Purchase Order.                                                                                                                   |                                                                                                                                                    |              |
| 6. Risk Purchase Clause: In the event of Non-Performance of the order, BEML reserves the right to avail the services                                                                                                                                                                                                                                                               |                                                                                                                                                    |              |

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from alternate source at the bidder risk and cost apart from recovery/encash of EMD/PBG.

all other terms and conditions is as per GEM tender : GEM/2022/B/2366581

| Item                                                                                          | Material/HSN Code<br>/Description                 | CGST   | Quantity<br>SGST/UGST | UOM<br>IGST | Unit Price<br>Cess    | Net Amount<br>Net Tax       |
|-----------------------------------------------------------------------------------------------|---------------------------------------------------|--------|-----------------------|-------------|-----------------------|-----------------------------|
| 1                                                                                             | SERVICES                                          |        | 1.000                 | AU          | 1,79,33,096.00/<br>AU | 1,79,33,096.00              |
|                                                                                               | AMC-LAN/WAN/Non Working Equipments                |        |                       |             |                       |                             |
|                                                                                               | 20.000- AU still to be delivered                  |        |                       |             |                       |                             |
|                                                                                               | Delivery date: Day 30.11.2024                     |        |                       |             |                       |                             |
|                                                                                               | The item covers the following services:           |        |                       |             |                       |                             |
| 1)                                                                                            | AMC for Network Eqpts (Internet Airgap) / 998713  | 9.00 % | 4.000<br>9.00 %       | AU          | 7,50,000.00           | 30,00,000.00<br>5,40,000.00 |
| 2)                                                                                            | AMC for Network Equipments (Business) / 998713    | 9.00 % | 4.000<br>9.00 %       | AU          | 8,70,762.00           | 34,83,048.00<br>6,26,948.64 |
| 3)                                                                                            | Network Resources(Engineers) for 5 Locat / 998713 | 9.00 % | 20.000<br>9.00 %      | AU          | 1,25,000.00           | 25,00,000.00<br>4,50,000.00 |
| 4)                                                                                            | AMC for Network Eqpts (Internet Airgap)- / 998713 | 9.00 % | 4.000<br>9.00 %       | AU          | 7,45,875.00           | 29,83,500.00<br>5,37,030.00 |
| 5)                                                                                            | AMC for Network Equipments (Business)- / 998713   | 9.00 % | 4.000<br>9.00 %       | AU          | 8,66,637.00           | 34,66,548.00<br>6,23,978.64 |
| 6)                                                                                            | Network Resources(Engineers) for 5 Locat / 998713 | 9.00 % | 20.000<br>9.00 %      | AU          | 1,25,000.00           | 25,00,000.00<br>4,50,000.00 |
|                                                                                               | *** Item partially delivered ***                  |        |                       |             |                       |                             |
| Total net value Excl. tax                                                                     |                                                   |        |                       |             | INR                   | 1,79,33,096.00              |
| Total CGST                                                                                    |                                                   |        |                       |             | INR                   | 16,13,978.64                |
| Total SGST/UTGST                                                                              |                                                   |        |                       |             | INR                   | 16,13,978.64                |
| Total Tax Values                                                                              |                                                   |        |                       |             | INR                   | 32,27,957.28                |
| Total net value Incl. tax                                                                     |                                                   |        |                       |             | INR                   | 2,11,61,053.28              |
| ( Rupees Two Crores Eleven Lakhs Sixty One Thousand Fifty Three and Twenty Eight Paise Only ) |                                                   |        |                       |             |                       |                             |

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### (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.
    - (ii) Original Invoice for buyer.
    - (iii) Quality related documents such as TCA certificates check sheets etc.
    - (iv) Guaranty/Warranty Certificate.
    - (v) Other documents as stipulated in PO.
  - (c) The payment is further subject to the following:
    - (i) The invoice shall be compliant with GST Law.
    - (ii) GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed. ( Covered under GST Terms and Condition at (B) )
    - (iii) Any debit note/supplementary invoice if any, is to be raised within September month following the respective Financial year or filing of annual return by BEML, whichever is earlier.
    - (iv) Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with Applicable interest and penalty.
- 10) You are requested to ensure that the vehicles used for transporting BEML items are
  - (i) Fully compliant with emission norms.
  - (ii) Having the renewed certificate issued by a competent authority.

Please note that in the absence of the above certificates the subject vehicles will not be allowed to enter/park

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inside the factory premises/ Division of M/s. BEML Limited. This is a mandatory requirement for ISO-14001:2015, Environment management System.

11) In case of subcontract/outsourcing activity, the contractor has to ensure that the contract workers wear appropriate PPE (Personnel Protective Equipment) as applicable to the work situation and also provide medical certificate as proof of periodic health check of the contract employees. This is a mandatory requirement of ISO ISO-14001:2015 and OHSAS 18001:2007.

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 data, 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 incase 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 Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months# interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.

12) The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.

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13) BEML will be entitled to recover all losses / expenses / cost / penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.

14) If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws / Rules / Notifications / Circulars in terms of supply of Goods / Service and raising of invoice. 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