

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, 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	Document Number HQ00/CPC/9730000862/0 Date 31.01.2025 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 31.01.2028 Your Quotation B/5625180 Your Quotation Date 04.12.2024
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	

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.**

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	
WAN AND LAN EQUIPMENTS CAMC PROPOSAL WITH FIELD ENGINEERS SUPPORT FOR A PERIOD OF THREE YEARS from Feb 2025		
Payment terms: Payment will be made in arrears on completion of each quarter of service.		
Duration: Three years from the date of Purchase Order.		
Performance Bank Guarantee Within 30 days of receipt of the Purchase order from the BEML Limited, the successful Bidder shall furnish a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bankauthorized by RBI for an amount of 5% of the Contract value (without taxes) as per format will be provided for 40 months from the date of PO to be submitted within 30 days of placement of PO		
Confidentiality agreement: Those firm awarded Contract, firm should execute Confidentiality agreement as per BEML format after awarding Contract.		
Termination: BEML shall exercise the option to terminate the contract within one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period.		
Liquidated Damages: If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such		

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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.

Risk Purchase Clause: In the event of Non-Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/encash of EMD/PBG.

1. General Terms and Conditions

(i) ARBITRATION:

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules. Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.

(ii) FORCE MAJEURE CLAUSE: Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a #Force Majeure# conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price.

(iii) APPLICABLE LAWS AND JURISDICTION OF COURTS: Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

(iv) INTELLECTUAL PROPERTY RIGHTS; LICENSES: If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above-mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any

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(alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time to time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

(v) **BRIBES AND GIFTS:** Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier, may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent, the supplier shall be liable for any loss which BEML may sustain on that account. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

(vi) **JURISDICTION:** Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

(vii) **DRAWINGS AND DOCUMENTS:** Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

(viii) **NON-DISCLOSURE AND INFORMATION OBLIGATIONS:** The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

Further to above, the supplier shall not divulge/share any data/information collected through the survey/findings of the survey to any person /firm. The complete process/assignment shall be treated as confidential.

(ix) **DURING ARBITRATION:** Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings.

(x) **PROGRESS REPORT:** The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

(xi) **CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:** Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the

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Supplier shall not have any claims or right against the Purchaser.

(xii) NON-WAIVER OF DEFAULTS If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

(xiii) ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING: The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

(xiv) INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS:

Commitment by Purchaser: Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor: The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

4. NDA AND SECURITY

1. The service provider shall not disclose any information pertaining to BEML LTD. The password/ encryption keys/ other secrets should be kept confidential. Service provider should provide the list of personnel handling the passwords/ encryption keys/other secrets. They should adhere to the security policies established by BEML LTD.

2. The service provider shall not tap/view/modify/route it to third party/discard any Information that is being communicated through the VPN network by BEML LTD under any circumstances.

3. Non-Disclosure Clauses of Contract for preventing of Data theft/ leakage:

a. During the contract period, the Consultant, Contractor, Personnel of vendor will have restricted access to sensitive confidential information of BEML Limited such as IT infrastructure, business data, software information, etc.

b. The vendor or its personnel shall not disclose at any point of time to any other person / third party the information so received and use the same degree of care to maintain the confidentiality of the information as if the information is their own. Also, the vendor may use the information only for serving BEML's interest and restrict disclosure of information solely to those employees of vendor having a need to know such information in order to accomplish the purpose stated above, advise each such employee, before he or she receives access to information, of the obligation of vendor under this agreement and require such employees to maintain these obligations. Violation of NDA will lead to legal action, forfeiture of PBG and blacklisting.

4. The service Provider shall execute a Non-Disclosure Agreement with BEML LTD before starting the project if the project is awarded.

5. DOCUMENTATION

The service provider should provide complete documentation of the network architecture, design document, troubleshooting procedure, escalation matrix and contingency plan to BEML LTD. The Service Provider should enter into an SLA agreement before the submission of Invoice for the first payment.

All other terms & Conditions is as per Annexures enclosed and GeM tender GEM/2024/B/5625180

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Item	Material/HSN Code /Description	CGST	Quantity SGST/UGST	UOM IGST	Unit Price Cess	Net Amount Net Tax
Item	Material/HSN Code /Description	CGST	Quantity SGST/UGST	UOM IGST	Unit Price Cess	Net Amount Net Tax
1	SERVICES		1.000	AU	1,37,62,823.04/ AU	1,37,62,823.04
	OEM Support					
	Delivery date: Day 31.01.2028					
	The item covers the following services:					
1)	Cisco-OEM Support / 998713	9.00 %	12.000 9.00 %	NO	2,47,500.00	29,70,000.00 5,34,600.00
2)	Checkpoint - OEM Support / 998713	9.00 %	12.000 9.00 %	NO	2,91,032.33	34,92,387.96 6,28,629.84
3)	Baraccuda - OEM Support / 998713	9.00 %	12.000 9.00 %	NO	71,767.50	8,61,210.00 1,55,017.80
4)	Juniper - OEM Support / 998713	9.00 %	12.000 9.00 %	NO	3,13,944.42	37,67,333.04 6,78,119.94
5)	Fortinet - OEM Support / 998713	9.00 %	12.000 9.00 %	NO	2,22,657.67	26,71,892.04 4,80,940.56
2	SERVICES		1.000	AU	45,20,000.04/ AU	45,20,000.04
	Partner Support					
	Delivery date: Day 31.01.2028					
	The item covers the following services:					
1)	Sophos - Partner Support / 998713	9.00 %	12.000 9.00 %	NO	12,500.00	1,50,000.00 27,000.00
2)	Cisco Routers -Zoro /	9.00 %	12.000 9.00 %	NO	16,666.67	2,00,000.04 36,000.00
3)	Dlink / AP / RO Routers / Chasis /	9.00 %	12.000 9.00 %	NO	1,47,500.00	17,70,000.00 3,18,600.00
4)	Passive Cost / 998713	9.00 %	12.000 9.00 %	NO	1,00,000.00	12,00,000.00 2,16,000.00
5)	Misc Partner Support / 998713	9.00 %	12.000 9.00 %	NO	1,00,000.00	12,00,000.00 2,16,000.00
3	SERVICES		1.000	AU	1,16,20,000.20/ AU	1,16,20,000.20
	Engineers Cost					
	Delivery date: Day 31.01.2028					
	The item covers the following services:					
1)	Resident Engineers Cost - 5 Locations / 998713	9.00 %	60.000 9.00 %	NO	1,66,666.67	1,00,00,000.20 18,00,000.04
2)	L3 Engineer Cost / 998713	9.00 %	12.000 9.00 %	NO	1,35,000.00	16,20,000.00 2,91,600.00
Total net value Excl. tax INR						2,99,02,823.28

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Total CGST	INR	26,91,254.09
Total SGST/UTGST	INR	26,91,254.09
Total Tax Values	INR	53,82,508.18
Total net value Incl. tax	INR	3,52,85,331.46
(Rupees Three Crores Fifty Two Lakhs Eighty Five Thousand Three Hundred Thirty One and Forty Six 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