

## Purchase Order

Canara HSBC Oriental Bank of Commerce  
 Life Insurance Company Ltd.  
 2nd Floor, Orchid Business Park,  
 (Near Subhash Chowk), Sector-48,  
 Sohna Road, GURGAON GRNL 122018  
 India

**Vendor:** 0000005840  
 Connectivity IT Solutions Pvt Ltd.  
 4th Floor, 410,B, Suncity Trade Tower,  
 Sector-21, Gurugram, Haryana  
 Haryana HR 122001  
 India

**Vendor GSTIN:** 06AAGCC1283L1ZK

Purchase Order	Date	Revision
CHLIC-0000011740	10-DEC-2018	
Buyer	Phone	Currency
MADHUR CHAUDHARY	0124 4535500	INR
<b>Ship To:</b>	Canara HSBC Oriental Bank of Commerce Life Insurance Company Ltd. 2nd Floor, Orchid Business Park, (Near Subhash Chowk), Sector-48, Sohna Road, GURGAON HR 122018 India	
<b>Bill To:</b>	Canara HSBC Oriental Bank of Commerce Life Insurance Company Ltd. 2nd Floor, Orchid Business Park, (Near Subhash Chowk), Sector-48, Sohna Road, GURGAON HR 122018 India	

**HUB-GSTIN** 06AADCC1881F1ZW

Item #	Item/Description	Quantity	UOM	Unit Price	Amount	Due Date
620	3 Switches on Rent (48 Port)	1.00	EA	126,000.00	126,000.00	12/10/2018

48 Port 10/100 with 4 nos.1 Gig Uplink and SFP for connecting switches (9 months)

### Payments & other Terms:

1.100% Payment shall be released within 30 days after submission of correct Invoice. "Digitally signed Invoices (with digital signature certificate) sent through e-mail will also be accepted for payment processing."

2. GST will be Extra

3. Details as per annexure-1

**Total PO Amount**

126,000.00

**Authorized Signature**

**STANDARD TERMS & CONDITIONS OF PURCHASE**

1	Scope: The Purchaser's order and subsequent amendments, if any and Supplier's acceptance in writing without any alterations thereto or supply shall constitute the contract.
2	Prices: The price governing the order shall remain firm till the execution of the order and shall be inclusive of packing and free delivery at any place specified in the order, unless otherwise agreed to in writing.
3	Taxes & Duties: Prices shall be inclusive of all levies such as GST, Income Tax etc unless otherwise agreed to in writing. In the event of Purchaser having agreed to pay these levies extra, the same shall be paid/reimbursed (as the case may be) at actual against documentary evidence. Any upward variation in levies after expiry of delivery period shall be to the Supplier's account.
4	Order Acceptance: The Supplier's order acceptance in writing must be received by the Purchaser within 5 days from the date of order and non-receipt of such acceptance would be considered as acceptance of the order and the terms & conditions specified therein.
5	Bills / Invoices: All bills / invoices for supplies made bearing GST registration number and PAN number of the Supplier shall be sent in DUPLICATE within a week from the date of supply, specifying Purchase order number and date, accompanied by signed copy of delivery challan to Canara HSBC Oriental Bank of Commerce Life Insurance Company Limited, 2nd Floor, Orchid Business Park (Near Subhash Chowk), Sector-48, Sohna Road, Gurgaon 122018, Haryana, India. or to as specified, in the order. In case of second sale, relevant sales tax forms must accompany the invoice.
6	Terms of Payment: Within 30 days from the date of receipt of materials unless otherwise agreed to in writing.
7	Packing: Goods to be supplied against this order must be properly packed to avoid damage during Transit / Storage.
8	Insurance: When Insurance has been arranged by supplier, in case of loss or damage it would be the responsibility of the Supplier to arrange free replacement / repairs immediately on intimation without waiting for settlement of insurance claim. The settlement of claim with insurance company will be the responsibility of the Supplier.
9	Delivery Time: Delivery time is the essence of contract and must be adhered to. If the Supplier fails to deliver the goods in time, the Purchaser may solely cancel the order at his discretion:
a	Levy penalty at the rate of one per cent of the Contract price for each weeks delay or part thereof subject to a maximum of 10% of the contract price and / or
b	Treat the order as cancelled and recover any loss or damage from the supplier, and / or
c	Purchase goods ordered or any part thereof from other source on Supplier's account, in which case the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order but also any other loss or damage the Purchaser may suffer, including penalty for late delivery.
10	Force Majeure: The Purchaser will not hold the Supplier responsible, in case of delay in delivery arising from any causes beyond the supplier's control such as Acts of God, war, riot, fire, changes in statutory regulations.
11	Rejection: All the goods supplied against this order will be subject to inspection and approval by the Purchaser. The Purchaser reserves the right to inspect the goods at any stage during the manufacture or supply and to reject such portion thereof as may be found defective or not in conformity with the specification, without invalidating the remainder of the order, if so desired by the Purchaser. Rectifications of such rejections, if any, done by the Purchaser will be at Supplier's cost.
	All rejected goods shall be removed by the Supplier within 15 days from the date of intimation of such rejection, otherwise the goods may be returned by the Purchaser to the Supplier at the Supplier's risk and expenses. The Purchaser shall in no case be responsible or be held liable for any damage, loss or deterioration of the rejected material. The Purchaser shall also be entitled to charge the Supplier reasonable storage charges.
12	Secrecy: If for the contractual work, the Purchaser furnishes the Supplier any drawings, documents, art work, data sheet, test certificate, product details, manuals etc. or these are made by the Supplier himself, the same shall be kept strictly confidential by the Supplier and shall be used by him only for the contractual work. On completion of the contractual work, the Purchaser's drawings, documents etc. shall be returned forthwith by the supplier to the purchaser, before the last payment is released by the Purchaser.
	The Supplier shall, under no circumstances, allow the drawings, documents, art work, data sheet, test certificate, product details, manuals etc. made for the contractual work to be used by a third party. The Supplier shall also not make supplies of the articles made with the help of these drawings, documents, etc. to any party other than the Purchaser.
13	Patents: The Supplier shall indemnify and keep the Purchaser indemnified against all losses of profits, damages or both arising from any infringement or alleged infringement of any patent in respect of any goods supplied by him under this contract. In addition all litigation costs, if any, suffered by the Purchaser as a result of any patent suit shall be reimbursed to him by the supplier forthwith.
14	Guarantee: The Supplier shall be responsible to repair / replace free of all costs to the Purchaser, such goods which under normal and proper use and maintenance, prove defective in material, design and workmanship within a period of 24 months from the date of delivery, or the Supplier's warranty period which is later. The Supplier shall submit a Bank Guarantee towards performance of the supplies made for 10% of the Contract price or any other value as specified in purchase order valid till 60 days after expiry of warranty period.
15	Right to Set Off: The Purchaser shall be entitled to recover from the Supplier any sum as may be due to it on account of damages or otherwise in respect of supplies under this contract or previous contract(s) by deducting such sum from the amount due to Supplier in respect of supplies made under this contract. The Purchaser also reserves the right to cancel this contract or any part thereof, in case of stoppages arising due to fire, strike, lockout, riots, force majeure or any other cause beyond Purchaser's control.
16	Arbitration: Any dispute, question or difference whatsoever may arise between the Supplier and the Purchaser in relation to or in connection with the order, the same shall be referred within the meaning of the Indian Arbitration and Reconciliation Act of 1996 or any statutory modification thereof.
17	Jurisdiction: The contract shall in all respects be construed and operate as an Indian Contract and in conformity with the Laws of India and shall be taken to have been made in New Delhi and be subject to the jurisdiction of the Gurgaon courts.

Received By :-

**Authorized Signature**



## Annexure-1, PO11740

Location: Gurgaon

Line Number	Equipment type	Item Name	Description	Quantity	Cost for 9 months
<b>Option 1</b>					
1.0	48 port 10/100 with 2 nos. 1 Gig Uplink	WS-C2960+48TC-L	Catalyst 2960 Plus 48 10/100 + 2 T/SFP LAN Base	3	
1.1		CAB-IND-RA	Power Cord India, Right Angle	3	
1.2	SFP for connecting switches	GLC-T (1000BASE-T SFP) or compatible 1 GB Ethernet SFP	1 GB SFP	4	
<b>Option 2</b>					
2.0	48 port 10/100/1000 with 4 nos. 1 Gig Uplink	WS-C2960X-48TS-L	Catalyst 2960-X 48 GigE, 4 x 1G SFP, LAN Base	3	
2.1		CAB-IND-10A	10A Power cable for India	3	
2.2	SFP for connecting switches	GLC-T (1000BASE-T SFP) or compatible 1 GB Ethernet SFP	1 GB SFP	4	

### Scope:

Switches should be Ex-Stock and should be delivered within two days of receipt of LOI/PO.
Vendor to quote for rental commercials of 6 months and 9 months for both options as per annexure 1 (BoQ)
Vendor to ensure that the supplied hardware should be supported by Cisco for atleast one year.
Vendor to provide replacement of faulty rental hardware/accessories and also configure new hardware within 6 hours or could additionally keep a switch/accessories in spare with CHOICE at no extra cost to comply with the SLA. SLA is as given below.
Vendor has to provide onsite comprehensive support on the supplied equipment and the same will be installed at CHOICE Head office in Gurugram.
Bidder will ensure that replacement of devices should be completed within the defined SLA given here below.
At the start and end of the contract vendor has to install/remove the devices and take back after removing the configuration from the devices. All kind of Transportation and maintenance charges along with the hardware support for the duration will be given by the vendor.
Cisco Switches required on rental basis, opex cost (quarterly payment)

### SLA & Penalty Clause:

SLA FOR DEVICES
a) Hardware failure problem: Vendor shall resolve the issue within 6 Hours with actual replacement or standby equipment of same or higher Cisco model along with configuration. Vendor to ensure that the replaced device is supported by Cisco for atleast one year after the replacement.
b) Support Window: 24x7x365
PENALTY CLAUSE DURING WARRANTY SUPPORT PERIOD.
a) For Rental devices as per Annexure 1:
0.5 % of Half yearly PO value per hour for delay beyond committed resolution time to a max of 10%.

