

# 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

<b>Ordering Plant Address</b>
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
<b>Vendor Address</b>
Connectivity IT Solutions Pvt Ltd No.1877, 1st Floor, 31st Cross, 10th Main, Banashankari 2nd stage, Bangalore- 560070 Karnataka - 29 India GST No : 29AAGCC1283L1ZC

<b>Information</b>	
<b>Document Number</b>	HQ00/CPC/9740000371/0
<b>Date</b>	11.05.2023
<b>Your Reference</b>	
<b>Vendor No.</b>	661642
<b>EM No.</b>	
<b>Currency</b>	INR
<b>Buyer</b>	COR PUR CELL
<b>Phone</b>	080-22963245
<b>Fax</b>	
<b>E Mail</b>	purchase.hq@beml.co.in
<b>Your Quotation</b>	2971820
<b>Your Quotation Date</b>	11.01.2023

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.**

<b>Terms of payment</b>	As Mentioned Below	Currency INR
<b>Terms of delivery</b>	FDD(FOR Door Delivery) /	
PROCUREMENT OF CORE SWITCHES AND ROUTERS		
1. Payment terms:		
i. For supply of Switches & Routers (Hardware): 50% payment on 60th day from date of Supply and subject certification by DT Department.		
ii. Balance 50% payment will be made on completion of work as mentioned in scope of work and certification from user department before Feb 2024.		
2. Delivery Schedule:		
i. For supply of Switches & Routers (Hardware) to our location: before 31.12.2023 For installation: 4 weeks after delivery of Hardware.		
3. 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 Bank authorized by RBI for an amount of 3% of the Contract value (without taxes) as per format will be provided if Contract awarded. The Performance Bank Guarantee should be valid for a period of 66 months from the date of issue of the same by the Bank.		
4. Liquidated Damages (LD): 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. GST at applicable rates shall be charged extra on the liquidated damages recovered.		
5. 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.		

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### 6. WARRANTY AND SUPPORT:

- Comprehensive 5 years on-site Warranty with OEM backend support for both the supplied hardware and software from the date of installation and commissioning.
  - Unlimited incident support with L1, L2, L3 level technical support (Email, Web & Telephonic) directly from respective h/w and s/w OEM only. The support should be available 24x7x365 with unlimited updates and upgrades during the complete tenure of the project & AMC period without any additional cost. Response time within 30 minutes and resolution time within 6 hours. The warranty shall start from the date of successful completion and acceptance of the complete offered solution.
  - Warranty shall include all the software/firmware updates to all the components in the solution. During the upgradation activity, the offered solution shall ensure that there is no data loss. Updates/upgrades to be carried out offline.
  - Manufacturers support package for Warranty and technical support only shall be quoted. The specific part number for such support shall be clearly indicated. Vendor shall not replace manufacturer's warranty with their own warranty package. However, the vendor can add their support package to the manufacturers support package to cover any additional support capabilities that are not available in the manufacturers support package.
  - During the warranty period, the vendor shall ensure the availability of relevant OEM engineers at the installation site to provide warranty support. The support shall include onsite activities like implementation support and configuration change support, failed component replacement activity, system troubleshooting and raising support call with OEM. Only OEM engineer shall be assigned for this activity.
  - Vendors to note that remote support through Remote Connection will not be possible, as a security measure from BEML as these equipments will not be connected to Internet.
  - The vendor shall clearly provide escalation matrix for resolving problems.
  - The Vendor shall ensure availability & supply of required spares and consumables at least for the next Seven years after installation and successful integration of network component.
7. OEM(Cisco) has to certify the supplied components shall be original new components / parts/ assembly/ software network components delivered according to PO line items with warranty of 5 years from the date of installation.
8. All other terms & conditions as per Annexure and GeM tender GEM/2023/B/2971820 dtd 11-01-2023.

Item	Material/HSN Code /Description	CGST	Quantity SGST/UGST	UOM IGST	Unit Price Cess	Net Amount Net Tax
1	8630401586 85176290 Cisco switch - 48 Port CISCO C9300X-48TX-A Catalyst 9300 48-port mGig data only, Network Advantage	9.00 %	2.000 9.00 %	NO	7,66,727.12/ NO	15,33,454.24 2,76,021.76
<b>SHIPPING ADDRESS:</b> BEML Limited, Regd. Office : BEML Soudha, No 23/1, 4th Main S.R. Nagar, 560027 BANGALORE INDIA GST No : 29AAACB8433D1ZU Delivery date: Day 31.12.2023						
2	8630401588 85176290 Cisco switch - 12 Port CISCO C9300X-12Y-A Catalyst 9300X 12x25G Fiber Ports, modular uplink Switch		2.000	NO 18.00 %	8,12,961.02/ NO	16,25,922.04 2,92,665.97
<b>SHIPPING ADDRESS:</b>						

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Item	Material/HSN Code /Description	CGST	Quantity SGST/UGST	UOM IGST	Unit Price Cess	Net Amount Net Tax
	BEML Limited, Palakkad Complex KINFRA WISE PARK MENONPARA ROAD, KANJIKODE 678621 PALAKKAD INDIA GST No : 32AAACB8433D1Z7 Delivery date: Day 31.12.2023					
3	8630401589 85176290 Cisco Router - 8200L CISCO C8200L-1N-4T Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports <b>SHIPPING ADDRESS:</b> BEML Limited, Regd. Office : BEML Soudha, No 23/1, 4th Main S.R. Nagar, 560027 BANGALORE INDIA GST No : 29AAACB8433D1ZU Delivery date: Day 31.12.2023	9.00 %	2.000 9.00 %	NO	1,32,177.12/ NO	2,64,354.24 47,583.76
4	8630401590 998434 SDWAN LICENSES FOR 8200 ROUTERS Cisco DNA Advantage On-Prem Lic 5Y - upto 25M (Aggr, 50M) <b>SHIPPING ADDRESS:</b> BEML Limited, Regd. Office : BEML Soudha, No 23/1, 4th Main S.R. Nagar, 560027 BANGALORE INDIA GST No : 29AAACB8433D1ZU Delivery date: Day 31.12.2023	9.00 %	6.000 9.00 %	NO	1,06,270.88/ NO	6,37,625.28 1,14,772.56
5	8630401591 998434 SDWAN FOR ISR4331 ISR4330 Series Platform Selection for DNA <b>SHIPPING ADDRESS:</b> BEML Limited, Regd. Office : BEML Soudha, No 23/1, 4th Main S.R. Nagar, 560027 BANGALORE INDIA GST No : 29AAACB8433D1ZU Delivery date: Day 31.12.2023	9.00 %	6.000 9.00 %	NO	2,38,104.24/ NO	14,28,625.44 2,57,152.58

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Item	Material/HSN Code /Description	CGST	Quantity SGST/UGST	UOM IGST	Unit Price Cess	Net Amount Net Tax
6	8630401587 85176290 Cisco switch - 24 Port CISCO C9300X-24Y-A Catalyst 9300X 24x25G Fiber Ports, modular uplink Switch	9.00 %	2.000 9.00 %	NO	12,33,102.54/ NO	24,66,205.08 4,43,916.92
<b>SHIPPING ADDRESS:</b> BEML Limited, Bangalore Complex New Thippasandra Post 560075 BANGALORE INDIA GST No : 29AAACB8433D1ZU Delivery date: Day 31.12.2023						
7	8630401587 85176290 Cisco switch - 24 Port CISCO C9300X-24Y-A Catalyst 9300X 24x25G Fiber Ports, modular uplink Switch	9.00 %	2.000 9.00 %	NO	12,33,102.54/ NO	24,66,205.08 4,43,916.92
<b>SHIPPING ADDRESS:</b> BEML Limited, E M division, BEML Nagar, 563115 KOLAR GOLD FIELDS INDIA GST No : 29AAACB8433D1ZU Delivery date: Day 31.12.2023						
9	SERVICES  Support for SDWAN FOR ISR4331		1.000	AU	12.00/ AU	12.00
<b>SHIPPING ADDRESS:</b> BEML Limited, Regd. Office : BEML Soudha, No 23/1, 4th Main S.R. Nagar, 560027 BANGALORE INDIA GST No : 29AAACB8433D1ZU Delivery date: Day 28.02.2024 The item covers the following services:						
1)	Support for SDWAN FOR ISR4331 /		12.000	NO	1.00	12.00
10	8630401589 85176290	9.00 %	2.000 9.00 %	NO	1,32,178.12/ NO	2,64,356.24 47,584.12

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Item	Material/HSN Code /Description	CGST	Quantity SGST/UGST	UOM IGST	Unit Price Cess	Net Amount Net Tax
	Cisco Router - 8200L CISCO C8200L-1N-4T Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports <b>SHIPPING ADDRESS:</b> BEML Limited, Bangalore Complex New Thippasandra Post 560075 BANGALORE INDIA GST No : 29AAACB8433D1ZU Delivery date: Day 31.12.2023					
11	8630401589 85176290 Cisco Router - 8200L CISCO C8200L-1N-4T Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports <b>SHIPPING ADDRESS:</b> BEML Limited, Palakkad Complex KINFRA WISE PARK MENONPARA ROAD, KANJIKODE 678621 PALAKKAD INDIA GST No : 32AAACB8433D1Z7 Delivery date: Day 31.12.2023		2.000	NO 18.00 %	1,32,177.12/ NO	2,64,354.24 47,583.76
12	8630401587 85176290 Cisco switch - 24 Port CISCO C9300X-24Y-A Catalyst 9300X 24x25G Fiber Ports, modular uplink Switch <b>SHIPPING ADDRESS:</b> BEML Limited, Mysore - Engine Division Belvadi Post 570018 MYSORE INDIA GST No : 29AAACB8433D1ZU Delivery date: Day 31.12.2023	9.00 %	2.000 9.00 %	NO	12,33,102.54/ NO	24,66,205.08 4,43,916.92
Total net value Excl. tax					INR	1,34,17,318.96
Total CGST					INR	10,37,432.77
Total SGST/UTGST					INR	10,37,432.77
Total IGST					INR	3,40,249.73
Total Tax Values					INR	24,15,115.27

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<b>Total net value Incl. tax</b>		<b>INR</b>	<b>1,58,32,434.23</b>
( Rupees One Crore Fifty Eight Lakhs Thirty Two Thousand Four Hundred Thirty Four and Twenty Three 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