

BEML LIMITED

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA " 23/1, 4TH Main, S.R. Nagar, Bangalore 560027

Phone : 080 22963179 / 22963315. FAX: 080 22963283.

Tender No: 6300036439/2021

Date: 09.09.2021

TENDER DOCUMENTS

**REQUEST FOR QUOTATION FOR
PROVIDING BANDWIDTH FOR PRIMARY INTERNET CONNECTIVITY AT
CORPORATE OFFICE.**

LAST DATE FOR BID SUBMISSION IS ON OR BEFORE 16.09.2021 BY 2PM.

**BEML LIMITED,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore - 560027**

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INTRODUCTION

BEML Limited is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of mining, earthmoving, railways and defence truck & equipment.

BEML has 4 manufacturing divisions in Bangalore, Mysore, KGF and Palakkad with Head Quarters at Bangalore. Currently, the Production divisions are using WAN/LAN for carrying out official transactions.

The objective of this proposal is to solicit competitive offers or providing required bandwidth to establish primary internet connectivity at Corporate Office.

A. SCOPE OF THE PROJECT

The scope of this project for the service providers will be providing required bandwidth for internet connectivity including necessary equipments such as modems, Customer Premises Equipments, Network Terminator etc for a period **two (2) years**.

The existing Service Provider who has provided Internet connectivity to Corporate Office is not permitted to participate in Primary Internet Connectivity tender

B. Existing Infrastructure at Corporate Office and Manufacturing Locations

At present there is Internet connectivity at corporate office, BEML Soudha.

C. Bandwidth Requirements & Specification

100 MBPS Internet bandwidth for BEML LTD, Bangalore, Corporate Office

It is proposed to implement a high speed redundant Internet connectivity through Internet service providers. The connectivity will be terminated at a central location at BEML SOUDHA, Bangalore.

The service provider may submit their quote for the following.

Location		
Sl. NO.	Location	Bandwidth Required
1	BEML SOUDHA, Bangalore	100 Mbps

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D. CONNECTIVITY SPECIFICATIONS & REQUIREMENTS

- a. The speed mentioned in the bandwidth requirements is CIR (Committed Information Rate) therefore, the service provider should ensure committed bandwidth without any sharing/ oversubscription.
- b. The Service provider shall furnish a schematic diagram of the network.
- c. The last mile connectivity to the location shall be fiber and fiber connectivity shall be terminated at BEML LTD, BEML SOUDHA Bangalore.
- d. **The service provider should have the capability to upgrade the bandwidth to at least twice the above requirement within one week at any time during the contract period.**
- e. The service provider shall include all necessary equipment (Modem/ CPE) and Accessories for providing the last mile connectivity.
- f. The preferred last mile Interface will be Ethernet.
- g. BEML LTD will provide the necessary routers for terminating the connectivity at the location.
- h. The service provider is responsible for end-to-end connectivity.
- i. The service provider should have their own Last Mile.
- j. Last mile connectivity by service provider and Modems CPE connectivity.
- k. Last mile for MPLS and Internet Link to be provided on separate core.
- l. The end to end latency between any locations within India should be less than 100ms.
- m. The end-to-end packet loss should be less than 1% at any point of time. The Measurement of packet loss should be done with a sample of 1000 packets of 1KB size.
- n. The end-to-end link (including last mile) availability should be better than 99% calculated on monthly basis.
- o. The downtime within an SLA measured Period shall not be less than 1% or equivalent.
- p. BEML LTD reserves to cancel the contract without prior notice, for noncompliance of service level requirements in total.
- q. The service provider should agree to provide the connectivity within **6 weeks** from the date of PO

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- r. The service providers should work with our system Integrators for configuration of the network equipments during the implementation and the post implementation stages to enable seamless connectivity and operation.
 - s. QoS service for video and audio to be enabled in network
 - t. Time and quality of the service are the essence of this agreement/contract. Failure to adhere to the same will be considered as breach of the terms and conditions of the contract.
 - u. Bidders should support IPV4 & IPV6 addressing scheme.

I. PROCEDURE FOR SUBMISSION OF BIDS

You are required to submit bid in **three parts viz. (1) Pre-Qualification bid, (2) Technical Bid and (3) Commercial Bid.** BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (http://www.bemlindia.com/tender_hq.php)

Note: To participate in this e- tender you should have a valid Class III Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority.

Bidders willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141.

This Tender consisting of

Part A – Submission of Pre-qualification Bid i.e. Submission of EMD amount (In manual Mode / Online payment Mode)

Part B – Submission of Technical Bid (Through e-mode on BEML SRM system)

Part C – Submission of Price Bid (Through e-mode on BEML SRM system)

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PART A – PRE-QUALIFICATION BID :- The EMD amount can be submitted in either way as detailed below:

i. Online Payment of EMD amount can be made as mentioned below:

- a) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- b) Read the terms & conditions, tick the acceptance box and click on Proceed.
- c) In ‘Select State’ dropdown, select All India and click on the Go button.
- d) In ‘Select Payment Category’, select EMD/ Tender Fee.
- e) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of Rs 30,000/-.

Please ensure that online payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.

ii. Payment of EMD amount through DD / Banker’s Cheque

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque for **Rs. 30,000/-** (Rupees Thirty Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- b) The above said Demand Draft DD / Banker’s Cheques/ EMD Exemption Certificate shall be submitted in Sealed envelope duly superscribing the Bid Invitation No. 6300036439 dated 09.09.2021, Closing date **16.09.2021 Time 14:00 Hrs** at the top of the envelope. The words **“PRE-QUALIFICATION BID”** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker’s Cheque for EMD:

Sno	Particulars	To be filled & submitted along with DD/Banker’s Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

- c) The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

General Manager (Corporate Materials)
BEML LIMITED., Room No.2
BEML SOUDHA, 23/1, 4th Main,
S.R. Nagar,
Bangalore – 560 027 , KARNATAKA, India

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Alternatively it can also be dropped in the Tender Box which is kept in Room No.2, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

- d) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs.30,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- h) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through Courier / Post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
- i) Tender will be opened on closing date at 15:00 hrs in presence of bidders who wish to be present.
- j) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

Forfeiture of Earnest Money Deposit (EMD)

- (i) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- (ii) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.

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PART B – Submission of Technical Bid (Through e-mode on BEML SRM system)

Please upload the following documents in the Collaboration Folder in the system as part of **Technical Bid for PROVIDING BANDWIDTH FOR INTERNET CONNECTIVITY TO CORPORATE OFFICE.**

Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid

The Bidder should have the following minimum qualifications for providing bandwidth for providing bandwidth for Internet Connectivity for BEML.

Table : Technical Bid

Ref. No.	Particulars	Details to be uploaded by Service Provider
	Mandatory Terms	
1	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Please upload filled-in format as per Annexure - C in C- folder
	The following Documents/ details to be furnished / uploaded	
2	Brief Details about the Firm	Please upload filled-in format as per Annexure - A in collaboration folder
3	Experience of having successfully completed similar works (VPN/WAN projects) during last 2 Years ending last day of month previous to the one in which tenders are invited should be either of the following: a. Three similar completed works each costing not less than Rs. 4 Lakh Or b. Two similar completed works each costing not less than Rs. 5 Lakh Or c. One similar completed works costing not less than Rs. 7 Lakh	Documentary proof i.e. Purchase order / Work order along with Completion or Satisfactory certificate shall be uploaded in the c- folder.
4	Bidder has to upload the filled compliance report (Connectivity Specifications).	Please upload filled-in format as per Annexure - B in collaboration folder
5	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e. 2017-18 , 2018-19 & 2019-20) should be minimum Rs. 4.5 Lakh	2017-18 Rs 2018-19 Rs. 2019-20 Rs. Copies of audited balance sheet (indicating turnover) for last three years duly certified by the auditors shall be uploaded in the collaboration folder

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Ref. No.	Particulars	Details to be uploaded by Service Provider
6	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the Annexure – D
7	Special Conditions arising out of implementation of GST Tax Indemnity clause	Undertaking document as per the Annexure – E to be uploaded
8	The company should have Quality, Information Systems and Security certifications (ISO 9000, ISO 27001/ BS7799 etc).	ISO 9000 or any equivalent quality certification to be uploaded in collaboration folder
9	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: i. PAN Number ii. GST Registration details/ Certificate	Please upload scanned copies of i. PAN Number ii. GST Registration details/ Certificate
10	Internet backbone network architecture a. Attach network diagram b. Protocol (Frame relay/ATM) c. QoS features supported d. Support for voice/video and other real time protocols e. Support for encryption f. Routing protocols g. Redundancy and fault tolerance	Details to be uploaded in the collaboration folder
11	Details of Project implementation methodology for Internet projects	Details to be uploaded in the collaboration folder
12	Project management a. Project Implementation methodology b. Project schedule c. Detailed communication plan with BEML d. Project team e. Qualification of the project team members f. Change /Risk Management g. Project Monitoring	Details to be uploaded in the collaboration folder

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Ref. No.	Particulars	Details to be uploaded by Service Provider
13	Do you subcontract any part of the project? If yes, a. What parts of the project are subcontracted? b. Who are the contractors? c. How is the SLA enforced with the subcontractors? d. What is your QC methodology with the subcontractors?	Details to be uploaded in the collaboration folder
14	Service Level Guarantee a. End to End Uptime b. Latency c. Packet loss d. Bandwidth commitment for Internet	Details to be uploaded in the collaboration folder
15	Service Level Agreement a. Do you agree to sign SLA with BEML LTD? b. Do you accept BEML LTD's penalty clauses? If no, what are your acceptable penalties for default in Service Level Agreement? c. Service provider should take the responsibility of measurement. d. Specify the tools/methods for measurement. e. What are the escalation procedures you propose for resolving noncompliance or other issues related to service level agreement?	Details /confirmation to be uploaded in the collaboration folder
16	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – F

Note:

- (1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.
- (2) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- (3) Please ensure that no price details are mentioned in the technical bid (attachments to the C- Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.
- (4) Technical bid will be considered subject to receipt of original DD for EMD/ EMD Exemption certificate.
- (5) If any shortfall documents required, same will sought from the participants.

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PART C – Submission of Price Bid (Through e-mode on BEML SRM system)

Price Bid: Should contain price details and other relevant commercial issues.

Price bid to be submitted through E-mode as per the format by clicking on item data tab in SRM.

The rate quoted should include bandwidth, Last Mile, Modems/CPE to provide V.35 or Ethernet connectivity end to end, and other accessories, Packing, Freight and other shipping charges if any.

The rate quoted should include should include cost of bandwidth, Last mile, Modems/CPE to provide V.35 or Ethernet connectivity end to end.

All components including deposits for MPLS VPN, managed leased line, liaison charges, and statutory charges apart from the cost connectivity and there should not be any hidden costs.

1. One Time Charges for PROVIDING BANDWIDTH FOR INTERNET CONNECTIVITY.

Sl No	Location	Bandwidth Required	Unit	One time charges	GST %
1	One Time Charges for BEML, Corporate Office, Bangalore	100 Mbps	1 AU	To be quoted in SRM	To be quoted in SRM

2. Recurring Charges for Bandwidth for PROVIDING BANDWIDTH FOR INTERNET CONNECTIVITY.

Sl No	Location	Bandwidth Required	Annual Charges		
			Unit	Rate in Rs per Year	GST %
2	Recurring charges BEML, Corporate Office, Bangalore	100 Mbps	1 AU	To be quoted in SRM	To be quoted in SRM

Arriving L1 for Internet Connectivity: L1 will be arrived on lowest quote received i.e. Sum of (One time charges + Recurring charges).

The recurring charges quoted should be valid during the contract period for any bandwidth up gradation that BEML requires.

Bidder has to quote for all the items in Item data in BEML SRM system. Incomplete/invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

Price bid of only technically accepted offers will be opened.

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II. QUERY

In case, if any clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to the designated Point of Contact through email address of CIO on or before 15.09.2021.

Contact Name & Address:

The following officer can be contacted for any clarifications and / or bid submission:

Asst. General Manager(IT)

BEML Limited, BEML Soudha,
23/1, 4th Main, SR Nagar,
Bengaluru – 560027
Phone: 080-22963120

E-mail id: cio@beml.co.in , ravib@cto.beml.co.in copy to: smcm@beml.co.in

In order to ensure a fair and open competition, BEML shall upload all queries and its clarifications, if any, in BEML website & CPP Portal.

III. Site Visit

The service providers may visit the site and inspect the premise for a detailed survey on the last mile requirements. The Service Provider shall inspect the existing Routers for compatibility with their connectivity, where incompatibility same should be brought to the notice of BEML. It is recommended that the service providers to get prior appointment before the visit to avoid delays.

IV. Other Terms & Conditions of Tender

1. **Period of validity:** The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid
2. **AWARD OF CONTRACT**
The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.
3. **Performance Bank Guarantee**
 - a. Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank authorised by RBI for an amount of 10% of the Contract value (without taxes) as per format enclosed at **Annexure - G**.

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- b. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract.
- 4. Project Duration:** The service provider should provide the Internet Connectivity within 6 weeks from the date of PO
- 5. Contract Period:** Two (02) years for providing Bandwidth for Internet Connectivity after commissioning & acceptance by BEML.
- 6. Warranty Clause:** The Service Provider shall provide Warranty and support for a period of two years for Bandwidth and Modems, Customer Premises Equipment's, Network Terminators etc.
- 7. Final Acceptance Certificate:**
 - a. On successful completion of the work as per the 'Scope of Project' specified in this tender document, the Bidder shall submit its application to BEML Limited for issue of 'Final Acceptance Certificate' for the work carried under this contract. The bidder shall provide necessary inputs to BEML for testing the bandwidth.
 - b. On successful testing of the system the Bidders will be issued the 'Final Acceptance Certificate'. In case any deficiencies are noticed during the inspection, the Bidder will be liable to make good the deficiency failing which the 'Final Acceptance Certificate' will not be issued.
 - c. The Bidder will be entitled to submit its bill for payment only when 'Final Acceptance Certificate' is issued by BEML Limited.
- 8. Payment Terms:**
 - i. **One Time Charges for Internet Connectivity:** 100% payment will be made on the 60th day after completion of the work for Internet Connectivity at Corporate Office, duly certified by the User Department and issue of 'Final Acceptance Certificate'.
 - ii. **Bandwidth payment :** Payment will be made in arrears on completion of each quarter (every 3 months) of service duly certified by IT Department for each project.
 - iii. The firm shall pay all taxes, duties, levies, work contract tax etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract tax/ other taxes shall be made from payment as per the relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/ other Competent Authority.

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9. 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 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

10. Price Variation Clause

The rates quoted by the Bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.

11. Liability / Accident

The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.

12. Security

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

The Bidder shall not tap/view/modify/route it to third party/disclose any information that is being handled in the BEML Network perimeter under any circumstances.

13. Documentation: The service provider should provide complete documentation of the network architecture, design document, troubleshooting procedure, escalation matrix and contingency plan to BEML LTD separately for both the project. The SP should enter into an separate SLA agreement for both the project before the submission of Invoice for any payment.

14. Turnkey approach :The contract is one in which the network vendor delivers, installs, implements and passes an acceptance test, training and documentation

15. 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/en-cash of EMD/PBG.

16. There can be only 1 set of bids from each Bidder

17. Termination: BEML shall exercise the option to terminate the contract with 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

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IX. General Terms & Conditions

1. 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

2. 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.

3. 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.

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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

4. 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.

5. 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 (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".

6. 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 hereof.

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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.

7. 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.

8. 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.

9 DURING ARBITRATION

Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

10 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.

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

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12 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.

13 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.

14 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.

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Annexure - A

DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM

Sl. No.	Description	Details to be filled/uploaded
1	Name of the Firm & Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email id	
2	Bank Details like Bank account numbers & IFSC code with Banker's Name, Address & Contact No.:	Bank account numbers :- IFSC Code: Banker's Name :- Branch Name: Address :- Contact Number :-

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure – B

COMPLIANCE REPORT for INTERNET CONNECTIVITY

S.No	Description
1	Bandwidth: Bandwidth Should be 1:1 uncompressed
2	Latency: The one way latency should be within 300ms to major destination in the world
3	Packet Loss: Packet loss should be < 1% (Measured with 1000 packets at any point of time)
4	Last mile connectivity: The last mile connectivity should be fiber and interface must be Ethernet
5	The Service provider will make necessary arrangements for providing necessary hardware,software and including installation and commissioning.
6	Uptime: Guaranteed uptime should be above 99.5%
7	IPS's Infrastructure : The SP should at least have 2 International GATEWAYS with landing stations at different locations country. The SP should provide 20 (Twenty) IP's
8	Peering Arrangement: Participating SP should have peering arrangements with major SP's in the world
9	Date of Activation: SP to confirm their ability to commission Lease Circuit within one week from date of PO.
10	Interface Details: SP to provide Interface diagram
11	SLA: SP to submit their Service Agreement format for review of BEML technical Team
Connectivity Specifications:	
12	The speed mentioned in the bandwidth requirements is CIR (Committed Information rate) therefore, the service provider should ensure committed bandwidth without any sharing / oversubscription.
13	The last mile connectivity to the location shall be fiber and fiber connectivity shall be terminated at respective BEML locations.
14	The Service provider should have the capability to upgrade the bandwidth atleast twice the above requirements within one week at any time during the contract period.
15	The service provider shall include all necessary equipment (Modem / CPE) and accessories for providing the last mile connectivity.
16	The preferred last mile interface will be Ethernet.
17	The service provider is responsible for end-to-end connectivity.
18	The service provider should have their own Last mile.

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19	The Service provider should be single point of contact for the entire connectivity, last mile and modems/CPE and other accessories. Any third party involvement in this will not be entertained.
Service Requirements:	
20	The service provider should maintain redundant link with another alternate route
21	The end to end latency between any locations within India should be less than 100ms
22	The end-to-end packet loss should be less than 1% at any point of time. The Measurement of packet loss should be done with a sample of 1000 packets of 1KB size
23	The end-to-end like (including last mile) availability should be better than 99% calculated on monthly basis
24	The downtime SLA measured Period shall not be less than 1% or equivalent
25	BEML reserves the right to cancel the contract without prior notice, for non-compliance of service level agreement in total and release payment to the extent work is carried out
26	BEML team will be monitoring the implementation of project and on commissioning, the Service provider should configure the existing equipment's for connectivity if any.
27	The Service provider should work with our system integrators for configuration of the network equipment's during the implementation and the post implementation stages to enable seamless connectivity and operation
28	Any outage during the Contract period shall be compensated by giving service credit for the period of outage
29	The service provider need to provide support and warranty for all the equipments supplied for providing internet bandwidth for a period of one year
30	The end-to-end packet loss should be less than 1% at any point of time. The Measurement of packet loss should be done with a sample of 1000 packets of 1KB size.
31	<p>The end-to-end like (including last mile) availability should be better than 99% calculated on monthly basis</p> <p>There should not be any single downtime more than 4 hours. Non-compliance of the above service level requirements in terms of downtime, packet loss and latency will attract penalties as follows:</p> <p style="padding-left: 40px;">98-99% - Amount equivalent to downtime (in hours)*rate per hour</p> <p style="padding-left: 40px;">97-98% - Amount equivalent to 2*downtime (in hours)*rate per hour</p> <p style="padding-left: 40px;">95-97% - Amount equivalent to 3*downtime (in hours)*rate per hour</p> <p style="padding-left: 40px;"><95% - Amount equivalent to 4*downtime (in hours)*rate per hour</p>
32	BEML LTD reserves to cancel the contract without prior notice, for noncompliance of service level requirements in total.
33	The service provider should provide monthly reports on the above SLA parameters on or before 5 th of the subsequent month
34	Any outage during the contract period shall be compensated by giving service credit for the period of outage as per calculation mentioned above (in SLA point no. 32)
35	Should have Point of Presence in the nearest towns of all locations where BEML LTD requires connectivity

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36	The service provider should have adequate bandwidth at all mentioned locations (at least twice the requirements).
37	The service provider should own the physical OFC backbone network connecting all its MPLS core edge Routers and should not have the fiber leased from other SP's
38	Last mile on OFC to nearest POP. No wireless Hops allowed in last mile between BEML locations to the service provider's POPs
39	No Integrated services are required on Internet.
40	The Service provider should have Dual PE at class-A and class-B cities
41	The service provider should have capability to run IPV6 on their Links
42	Service provider should support with the recommended configurations / topology. The service provider shall support for automatic switch over from primary service link to secondary link.
43	The service provider shall active PTR records creation for Domain : mail.beml.co.in

I / we hereby confirm to comply all the above points.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure - C

Undertaking

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid Invitation No. **6300036439** dated 09.09.2021 the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Signature with date of Authorized signatory

Name: _____

Designation: _____

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Annexure - D

UNDERTAKING

This is to certify that _____ (Name of the Firm)
has not been banned / black listed / debarred from Trade by any Central
/State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

Name: _____

Designation: _____

Firm's Seal: _____

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Annexure - E

Special Conditions arising out of implementation of GST (Which is to be signed and submitted along with the offer) Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.
4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.

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5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and **wherever the law requires, an Electronic Reference Number for each invoice should be provided.** Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.
11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".

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16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:

Date:

for M/s.....

Signature

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Annexure - F

BIDDER HAS TO UPLOAD THE FOLLOWING COMPLIANCE SHEET AS PART OF THE TECHNICAL BID.

Ref. No.	Particulars	Details to be uploaded by Service Provider	Remarks
1	Brief Details about the Firm	Please upload filled-in format as per Annexure - A in collaboration folder	
2	Experience of having successfully completed similar works (VPN/WAN projects) during last 2 Years ending last day of month previous to the one in which tenders are invited should be either of the following: a. Three similar completed works each costing not less than Rs. 4 Lakh Or b. Two similar completed works each costing not less than Rs. 5 Lakh Or c. One similar completed works costing not less than Rs. 7 Lakh	Documentary proof i.e. Purchase order / Work order along with Completion certificate shall be uploaded in the c- folder.	
3	Bidder has to upload the filled compliance report (Connectivity Specifications).	Please upload filled-in format as per Annexure - B in C- folder	
4	An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.	Undertaking document as per the Annexure - C	
5	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year (i.e. 2017-18, 2018-19 & 2019-20) should be minimum Rs. 4.5 Lakh	2017-18 Rs. 2018-19 Rs. 2019-20 Rs. Copies of audited balance sheet (indicating turnover) for last three years duly certified by the auditors shall be uploaded in the collaboration folder	

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Ref. No.	Particulars	Details to be uploaded by Service Provider	Remarks
6	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.	Undertaking document as per the Annexure – D	
7	Special Conditions arising out of implementation of GST Tax Indemnity clause	Undertaking document as per the Annexure – E to be uploaded	
8	The company should have Quality, Information Systems and Security certifications (ISO 9000, ISO 27001/ BS7799 etc).	ISO 9000 or any equivalent quality certification to be uploaded in collaboration folder	
9	The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same: iii. PAN Number iv. GST Registration details/ Certificate	Please upload scanned copies of iii. PAN Number iv. GST Registration details/ Certificate	
10	Internet backbone network architecture a. Attach network diagram b. Protocol (Frame relay/ATM) c. QoS features supported d. Support for voice/video and other real time protocols e. Support for encryption f. Routing protocols g. Redundancy and fault tolerance	Details to be uploaded in the collaboration folder	
11	Details of Project implementation methodology for Internet projects	Details to be uploaded in the c- folder	
12	Project management a. Project Implementation methodology b. Project schedule c. Detailed communication plan with BEML LTD d. Project team e. Qualification of the project team members f. Change /Risk Management g. Project Monitoring	Details to be uploaded in the collaboration folder	

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Ref. No.	Particulars	Details to be uploaded by Service Provider	Remarks
13	<p>Do you subcontract any part of the project? If yes,</p> <p>a. What parts of the project are subcontracted? b. Who are the contractors? c. How is the SLA enforced with the subcontractors? d. What is your QC methodology with the subcontractors?</p>	Details to be uploaded in the collaboration folder	
14	<p>Service Level Guarantee</p> <p>a. End to End Uptime b. Latency c. Packet loss d. Bandwidth commitment for Internet</p>	Details to be uploaded in the collaboration folder	
15	<p>Service Level Agreement</p> <p>a. Do you agree to sign SLA with BEML LTD? b. Do you accept BEML LTD's penalty clauses? If no, what are your acceptable penalties for default in Service Level Agreement? c. Service provider should take the responsibility of measurement. d. Specify the tools/methods for measurement. e. What are the escalation procedures you propose for resolving noncompliance or other issues related to service level agreement?</p>	Details /confirmation to be uploaded in the collaboration folder	
16	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – F	

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Annexure - G

FORMAT OF PERFORMANCE BANK GUARANTEE

Bank Guarantee No.....
Dated
Amount
Valid upto
Claim upto

The General Manager (...)

BEML Limited

.....
.....
.....

M/s(Name of the Firm) having their office atand its Registered office at(hereinafter called the Service Provider) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned Contract-----

----- on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards security for the due and faithful performance of the terms of the said agreement and against any loss or damage caused to or would be caused to or suffered by the company by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at has agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto **xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have

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been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 30 months from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding any thing contained herein above our liability under this Guarantee is limited to Rs..... (Rupees..... only) in aggregate and it shall remain in full force upto **xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :