

CORRIGENDUM

Name of work: BHEL Network Requirement for MPLS WAN for a Lease Contract Period of 5 years as per the Un-Priced Schedule placed Annexure VI of Technical Conditions of the Contract placed in Annexure A.

NIT No: BHEL/HEEP/WCS/5129/202400421, Dt. 25.06.2024

GePNIC Tender ID: 2024_BHEL_37408, Dt. 25.06.2024

Sl. No.	Clause No.	Existing	Revised
1	Clause No. 8 of GTC	RISK PURCHASE CLAUSE In case of delays in supplies / defective supplies or non-fulfilment of any other terms & conditions given in the work order the purchaser/contracting executive may cancel the work order in full or part thereof and may also make the purchase of the material / service from elsewhere / alternative source at the risk and cost of supplier. Vendor/Contractor does not agree to above clause, their offer is liable to be rejected. In case any vendor/contractor accepts risk purchase clause initially and subsequently declines to honour the term in the eventuality of RISK PURCHASE, they may be banned for business with BHEL.	NOT APPLICABLE
2	Clause No. 28 of Annexure A Technical Conditions of the contract	Risk Purchase: BHEL may invoke Risk Purchase under following scenarios in the following forms: a) If the service provider fails to deliver a link within 5 months of placement of order by BHEL, or fails to rectify a problem / service issue recurring for more than 2 months. b) if the Service Provider fails to make a link feasible even with the provisions mentioned in the FEASIBILITY clause of this NIT. Under both conditions, BHEL shall reserve the right to hire that link or service or an alternate link (Leased Line, MLLN, etc.) from market on service provider's cost and account. The Leased Link / MLLN will be taken from the project site to the respective Power Sector Regional Head Quarter (Noida, Kolkata, Nagpur or Chennai) or the nearest Class A location. BHEL may adjust the additional cost, if any, arising due to Risk Purchase from security deposit or running quarterly bills. Recovery on account of purchases made by Purchaser at the risk and cost of Seller/Contractor shall be worked out as follows: a) Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO. And	NOT APPLICABLE

		b) Additional 30% overheads as departmental charges on the ex-works value of new PO	
3	Clause 23 of Annexure A Technical Conditions of the contract	<p>The equipment supplied by the service provider under the contract shall be fully insured by the Service Provider against any loss, theft, fire, damage due to any reason, etc., during transportation, storage, delivery, installation and operation for the entire period of the contract.</p> <p>For any theft or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency; the vendor shall replace the item on its own within 15 working days of the reporting of the incident, after which SLA and Risk Purchase clauses of the contract will become applicable.</p>	<p>The equipment supplied by the service provider under the contract shall be fully insured by the Service Provider against any loss, theft, fire, damage due to any reason, etc., during transportation, storage, delivery, installation and operation for the entire period of the contract.</p> <p>For any theft or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency; the vendor shall replace the item on its own within 15 working days of the reporting of the incident, after which SLA and Breach of Contract, Remedies and Termination clauses of the contract will become applicable.</p>
4	Clause 36.1 of Annexure A Technical Conditions of the Contract	Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor.	Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor, by giving thirty (30) days written notice to the bidder.

5	Tender Submission and Opening time	<p>Last date and Time of Receipt of Tender:</p> <p>17/07/2024 up to 12:00 HRS</p> <p>Date & Time of Techno-Commercial Bid Opening:</p> <p>17/07/2024 up to 15:00 HRS</p>	<p>Last date and Time of Receipt of Tender:</p> <p>31/07/2024 up to 12:00 HRS</p> <p>Date & Time of Techno-Commercial Bid Opening:</p> <p>31/07/2024 up to 15:00 HRS</p>
6	EMD Waiver	-----	EMD waiver applicable for Central/ State PSUs/ Government deptts/ Autonomous/ Educational/ Research institutions.