

### CORRIGENDUM

**Name of work:** FRAMEWORK AGREEMENT FOR A PERIOD OF FIVE YEARS FOR INTERNET LEASE LINE LINKS AT HUB LOCATIONS ACROSS BHEL AS PER THE UN-PRICED SCHEDULE IN ANNEXURE III OF TECHNICAL CONDITIONS OF THE CONTRACT PLACED IN ANNEXURE A.

**NIT No:** BHEL/HEEP/WCS/5129/202400461 Dt.: 05.07.2024

**GePNIC Tender ID:** 2024\_BHEL\_37717\_1, dt.: 05.07.2024

Sl. No.	Clause No.	Existing	Revised
1	Clause No. 8 of GTC	<b>RISK PURCHASE CLAUSE</b>  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.	<b>NOT APPLICABLE</b>
2	Clause No. 35 of Annexure A Technical Conditions of the contract	<b>Risk Purchase:</b> BHEL reserves the right to purchase from elsewhere at the risk and cost of the vendor, either the whole or part of RFP for Internet Link of 1024 Mbps with DDOS Detection & Mitigation Services and Internet Link of 800 Mbps with DDOS Detection & Mitigation Services. To be signed and stamped by bidder a) The solution, which the vendor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods. b) The warranty and support which the vendor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime. c) The vendor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the vendor in respect of this contract or any other contract which the vendor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any. d) Risk and Cost against Balance Work: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A=	<b>NOT APPLICABLE</b>

		Value of Balance scope of Work/ Supply (*) as per rates of new contract B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the vendor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5.	
3	Clause 20 of Annexure A Technical Conditions of the contract	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. 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>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 <b>Breach of Contract, Remedies and Termination</b> clauses of the contract will become applicable.</p>
4	Clause 39.1 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, <b>by giving thirty (30) days written notice to the bidder.</b>
5	Clause 12.4 of Annexure A Technical Conditions of the Contract	Integration with existing BHEL network. Changes to be done for the same in devices like Routers, Switches, etc. shall be in the scope of the ISPs. <b>Any hardware equipment like router and software component required for proper termination of ILL on BHEL end Link Load Balancer (Array make) is in the bidder's scope</b>	Integration with existing BHEL network. Changes to be done for the same in devices like Routers, Switches, etc. shall be in the scope of the ISPs. <b>Optimum solution for integration with BHEL network shall be proposed by the bidder.</b>
6	EMD Amount	Rs. 5,00,000/- (Rs. Five Lacs Only)	Rs. 2,00,000/- (Rs. Two Lacs Only)
7	EMD Waiver	-----	EMD waiver applicable for Central/ State PSUs/ Government deptts/ Autonomous/ Educational/ Research institutions