

BEML Limited

(A Govt. of India Mini Ratna Company Under Ministry of Defence)
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Date: 05.09.2017

CORRIGENDUM-2

Ref: Tender Bid Invitation No: 6300014320dated09.08.2017

Sub:Deployment of Active Directory at BEML

Further to the pre – bid meeting held on 18.08.2017amendments are as per the details given below:

A. Query Raised / BEML Clarification

Slno	Clause / page no	FOR	READ AS
1	7 / 15	<p>Liquidated Damages (LD):</p> <p>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.</p>	<p>Liquidated Damages (LD):</p> <p>If for reasons solely and directly attributable to the Supplier, 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.</p>
2	10 / 15	<p>Liability / Accident:</p> <p>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.</p>	<p>Liability / Accident:</p> <p>The Bidder shall execute a 'Letter of Indemnity' indemnifying and keeping BEML Limited indemnified against all claims, demands, proceedings, damages, losses, costs, charges, expenses, whatsoever suffered by BEML Limited on account of injuries or damages to any person or property due to action of the Bidder, irrespective of direct or indirect.</p>
3	11 / 15	<p>Risk Purchase Clause:</p> <p>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.</p>	<p>Risk Purchase Clause:</p> <p>In the event of Non Performance of the order even after expiry of mutually agreed delivery schedule specified in the order, BEML reserves the right to</p>

			avail the services from alternate source at the bidder risk and cost for differential amount, apart from recovery/en-cash of EMD/PBG.
4	15/16	<p>Termination:</p> <p>BEML shall exercise the option to terminate the contract within 90 days 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</p>	<p>Termination:</p> <p>BEML shall exercise the option to terminate the contract within 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, However this option will be exercised by BEML after giving a written Notice of 30 days to the Contractor to rectify the default and after the Notice period of 30 days.</p>
5	12/16	<p>ARBITRATION:</p> <p><u>For firms other than PSUs:</u> 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</p>	<p>ARBITRATION:</p> <p><u>For firms other than PSUs:</u> 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. 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.</p>
6	Part A/(h) forfeiture of EMD	(ii) If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract	No change, clause remains same
7	Limitation of Liability	New	"The entire liability of all claims could not exceed the PO value of the contract. This limit would apply collectively to the main vendor/subsidiaries/subcontractor/suppliers.

8	Client License	Client licenses:				Client licenses:			
		Description	Location	No. Of Users	Site and sub locations	Description	Location	No. Of Users	Site and sub locations
		WinSvrCAL SNGL LicPk OLP C DvcCAL	Bangalore – Data centre	1500	Place the Primary DC and ADC at Datacentre	WinSvrCAL SNGL LicPk OLP C UsrCAL	Bangalore – Data centre	1500	Place the Primary DC and ADC at Datacentre