

BAP: IC: 7532
Dt: 10/06/2015

Sub: Corrigendum 02 for AMC of Database server at BHEL Ranipet – Reg
Ref: NIT-22817 dt 04/06/2015

We have floated an open tender for AMC for Database Server and accessories at BHEL Ranipet vide reference NIT-22817 dtd 04/06/2015. The Annexure III is revised in the tender document.

Corrigendum 02

Annexure III are changed as follows:

Earlier Tender Description :

Tender Evaluation :

ANNEXURE III

Contract Ref:

Agreement for AMC OF DATABASE SERVER

This agreement made on this ____ day of ____ between M/s. _____ (hereinafter called the 'Company') of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL') of the other part.

Whereas 'Company' is in the business of maintaining network system(s) and whereas the 'BHEL' has placed an order (<loi ref no and date>) on Company for 100 Information Outlet points for a period of one year as per contract ((<loi ref no and date>)) and 'Company' has agreed to provide 100 Information Outlet points to the 'BHEL' under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

1. CONTRACT REFERENCE:

1.1 This Document shall be read along with the contract ((<loi ref no and date>)). This Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

2. SCOPE OF CONTRACT (in brief):

Company will provide 100 Information Outlet points at BHEL, Ranipet for a period of one year in consideration of the payment as per Terms and Conditions of the Contract.

3. DEFINITIONS:

In this agreement, 'Contract' means the Contract referred in the Clause 1.1

4. PAYMENT TERMS:

The payment will be made as per the actual job done and the number of points. The rates quoted should include all taxes, levies, duties, cess etc., and no extra payment will be made other than the quoted value.

5. TERMINATION AND FORE-CLOSURE:

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions or non-performance of the manpower continuously for more than one month. On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

6. CONFIDENTIALITY:

'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract.

7. ARBITRATION:

In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

8. JURISDICTION & GOVERNING LAWS:

8.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

8.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

9. ENTIRE CONTRACT:

9.1 The Contract No: ((<loi ref no and date>)) forms part of this agreement along with the references mentioned therein.

9.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at _____ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of <year>

Revised Tender Description

Tender Evaluation :

Annexure III

Contract Ref:

Agreement for AMC of database server

This agreement made on this ____ day of _____ between M/s. _____ (hereinafter called the 'Company') of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED, RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL') of the other part.

Whereas 'Company' is in the business of maintaining database server and accessories and whereas the 'BHEL' has placed an order (<loi ref no and date>) on Company for <tender name> for a period of <contract period> as per contract (<loi ref no and date>) and 'Company' has agreed to provide AMC for Database server to the 'BHEL' under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

1. CONTRACT REFERENCE:

1.1 This Document shall be read along with the contract (<loi ref no and date>). This Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

2. SCOPE OF CONTRACT (in brief):

Company will provide <tender name> at BHEL, Ranipet for a period of <period> in consideration of the payment as per Terms and Conditions of the Contract. This contract can be short closed after six months with one month notice period, if required by BHEL.

3. DEFINITIONS:

In this agreement, 'Contract' means the Contract referred in the Clause 1.1

4. PAYMENT TERMS:

<payment terms>

5. TERMINATION AND FORE-CLOSURE:

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions or non-performance of the manpower continuously for more than one month.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

6. CONFIDENTIALITY:

'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract'.

7. ARBITRATION:

In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The

arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

8. JURISDICTION & GOVERNING LAWS:

8.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

8.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

9. ENTIRE CONTRACT:

9.1 The Contract No: ((<loi ref no and date>)) forms part of this agreement along with the references mentioned therein.

9.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at _____ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this day of <year>.

All other terms and conditions of the tender shall remain unchanged.

Tenderer shall sign and stamp this page also and submit it along with the Technical offer as a token of acceptance of the above.

For clarifications, if any, contact

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