

## Corrigendum -2 Dated Mar 04, 2017 to Tender specification BHEL: PSSR: SCT 1660

Sl.No	Published in	Existing			Revised as		
1	Techno commercial bid <b>Volume – I Book - I</b> Notice Inviting Tender Clause no 1.0 (iv) to Clause no 1.0 (vi)	1.0 (iv)	Issue of Tender Documents	<u>Sale</u> Closes: <b>Mar 04, 2017</b> , Time :15.00 Hrs	1.0 (iv)	Issue of Tender Documents	<u>Sale</u> Closes: <b>Mar 10, 2017</b> , Time :15.00 Hrs
		1.0 (v)	Due date & time of offer submission	Date : <b>Mar 06, 2017</b> , Time :15.00Hrs	1.0 (v)	Due date & time of offer submission	Date : <b>Mar 13, 2017</b> , Time :15.00Hrs
		1.0 (vi)	Opening of tender	Date : <b>Mar 06, 2017</b> , Time :15.30Hrs	1.0 (vi)	Opening of tender	Date : <b>Mar 13, 2017</b> , Time :15.30Hrs

**2. Some of the bidders had raised queries in the published tender specification. The Clarifications issued by BHEL are furnished below:**

<u>Ref. clause</u>	<u>Existing provision</u>	<u>Bidder's query</u>	<u>BHEL's clarification</u>
Clause N8b of Corrigendum -1 Dated Mar 04, 2017 to Tender specification BHEL: PSSR: SCT 1660	Supply of wrapping and coating Materials including all consumables is included in the scope of the bidder.	Kindly confirm the quantum of work involved for buried piping in terms of running meter.	Page no 2 of 35 of corrigendum- 1 may be referred for approx. length of pipes

**3 The following clause is added to the Technical Conditions of Contract (TCC) Volume IA, Part-II Chapter –1.**

**Sl. No:7**

**The clause 2.21.1 of Arbitration published in General Conditions of Contract (Volume I Book-II) is revised as under.**

2.21.1 Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Power Sector Region issuing the Contract. It shall not be open to the Contractor to object to such arbitrator only on the ground that such arbitrator is an employee/ ex-employee of BHEL or has dealt with or has expressed any opinion on any issue touching upon the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be CHENNAI.

ALL OTHER CONDITIONS REMAINS UNCHANGED.

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S P. Sethuraman  
Sr.Manager / Sub contracts