



BHARAT HEAVY ELECTRICALS LIMITED
Ramachandrapuram: Hyderabad – 502 032
Project Engineering and Systems Division

Name of Tender: 11kV HT Switchgear Package

BHEL Tender Ref : T7H1R15695_NIT 39143 Dated 22-06-2018

Corrigendum-02 DTD. 16.07.2018

With respect to the above mentioned Enq / NIT No., the following corrigendum is released. The Corrigendum contains following amendment in the specifications and shall be a part of the above enquiry.

Sl. No.	Ref. Doc./Clause No.	Description
1.	DUE DATE EXTENSION	Old Due Date:16-07-2018; New Due Date:23-07-2018
2.	Clarification to GCC	Following clarifications to GCC to be considered. 1. CHANGE IN LAW: Any additional cost or benefit impacting the contract price resulting from a “Change in Law”, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such “Change in Law”. Change in law” means occurrence of any of the following event after submission of bid and during the performance of the contract: • The enactment of any new Indian law; • The repeal, modification or re-enactment of any existing Indian Law; • The commencement of any Indian Law, which has not entered into effect until the date of award of contract; • A change in the interpretation or application of any Indian law, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a Court of record prior to the date of Bid/Award of contract; or Any change in the rates of any of the taxes that have a direct effect on the agreement 2. LIMITATION OF LIABILITY: “Except in cases of criminal negligence or wilful misconduct, notwithstanding anything to the contrary in this contract, in no event, whether based on contract, tort(including negligence), strict liability or otherwise, shall neither party be liable for incidental, indirect, exemplary or consequential damages of any nature.



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		Either party liability for any direct damages resulting from its performance or failure to perform hereunder shall not exceed the total contract price. Provided, however, that this limitation shall not apply to the cost of repairing or replacing defective equipment by the seller, or to any obligation of the Seller to indemnify the Purchaser with respect to Intellectual Property Rights.” 3. ARBITRATION & CONCILIATION(Clause 32 of GCC): 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 Unit issuing 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 at Hyderabad. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause 32 of GCC_above, the Courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.