



Bharat Heavy Electricals Limited
(High Pressure Boiler Plant) Tiruchirapalli – 620014
WORKS CONTRACTS MANAGEMENT

ENQUIRY – Corrigendum-I		Phone: +91 431 257 6757 / 5438	
Dt : 03-06-2021		Email : mbn@bhel.in / msathese@bhel.in	
Name of works: SERVICE CONTRACT FOR CONDUCTING REVERSE AUCTIONS ON BEHALF OF VARIOUS UNITS / DIVISION OF BHARAT HEAVY ELECTRICALS LIMITED DURING 2021-23.			
NIT Ref No:	58649	Enquiry Date:	26.05.2021
E Procure No:	2021_BHEL_3964_1	Due date for submission of quotation :	07.06.2021
Enquiry Number:	9472100064		

The following Tender Terms and Conditions has been revised as tabulated below:

No.	Section	Pg. No.	Clause No.	Description in Tender	Revised as
1	A. SCOPE OF WORK and Working Instructions	Page 7 of 39	iv. Reports	4.3 Service provider will provide signed copy of bid. History duly signed by L1 bidder. Price confirmation and price break up to be obtained from successful L1 bidder and submitted to BHEL Signing of Non-disclosure agreement before the usage of the RA services.	Service provider will provide signed copy of bid. History duly signed by L1 bidder. Price confirmation and price break up to be obtained from successful L1 bidder and submitted to BHEL Signing of Non-disclosure agreement before the usage of the RA services. The auction reports can also be in soft copy and sent in mail.
2	C. Payment terms	Page 9 of 39	2.a	The Contractor shall submit the bill within a week after at the end of each month in triplicate copies detailing the various items of work done during the month supported by the requisitions issued from time to time	The Contractor shall submit the bill within a week after at the end of each month in triplicate copies or soft copy of digitally signed invoice detailing the various items of work done during the month supported by the requisitions issued from time to time
3.	4.8 TERMS & CONDITIONS FOR THE CONTRACTS	Page 27 & 28 of 39	4.8.32	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	<u>Resolution of Disputes</u> <i>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the contract/tender which the Parties are unable to settle mutually), arise inter-se the</i>

			Unit/Region/Division 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 (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at TRICHY 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. In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the	<i>Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</i> <i>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof.</i> <u>Notes:</u> <i>1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</i> <i>2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</i> <i>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided as below mentioned annexure.</i> <i>The annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions</i> <i>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,</i>
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			Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.	<i>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 other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .</i> <i>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 provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</i> <i>The seat of arbitration shall be Trichy, Tamil Nadu, India.</i> <i>The cost of arbitration shall be borne as per the award of the Arbitrator.</i> <i>Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</i> <i>Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a</i>
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					<i>professional manner except where the Contract has been terminated by either Party in terms of this Contract.</i>
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NOTE: This corrigendum is an integral part of the tender and Tenderers are requested to Sign & Stamp this corrigendum and enclose along with their bid. Bids received without this corrigendum duly signed are liable for rejection.

All other terms and conditions remain unaltered.

Due date Extension

Last date/ time for receipt of tender

12.00 Hrs on dt. 14.06.2021

Date/ time of opening of Techno-commercial bids

16.00 Hrs on dt. 14.06.2021

For **BHARAT HEAVY ELECTRICALS LIMITED**

**Dy. Manager/ WCM.
BHEL, TRICHY-14**