

CORRIGENDUM TO BAP : FES: PG TEST 2015-16/02

Sl. No.	Published in	Existing	Revised as
1.	Page-4, Pt.6	DUE DATE AND TIME FOR SUBMISSION OF OFFER : 27.01.2016 14.00 Hrs DATE & TIME OF OPENING OF TECHNICAL BID: 27.01.2016 14.30 Hrs.	DUE DATE AND TIME FOR SUBMISSION OF OFFER : Extended to 30.01.2016 14.00 Hrs. from 27.01.2016 at 14.00 Hrs. DATE & TIME OF OPENING OF TECHNICAL BID: Extended to 30.01.2016 14.30 Hrs. from 27.01.2016 at 14.30 Hrs.
2.	Page-10, Cl.2.1	Project details: List of projects for which tests to be conducted is given in annexure B. Out of these 5 sites will be selected for testing for 500 MW and above. Also 2 units of 210 MW rating will be taken up for performance evaluation test (PET) of 6 units. The contractor should be in a position to depute the team within 5 days.	Project details: List of projects for which tests to be conducted is given in annexure B. Out of these 5 sites will be selected for testing for 500 MW and above. Also 2 units of 210 MW rating will be taken up for performance evaluation test (PET) out of 6 units. The contractor should be in a position to depute the team within 5 days.
3.	Page-30, Cl.2.14	Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the General Manager of BHEL and if General Manager is unable or unwilling to act, to the sole arbitration of some other person appointed by the General Manager, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Accepting Officer, or Engineer-in-charge as the case may be is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of BHEL and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed	Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in anyway arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration. The parties agree that the sole arbitrator shall be appointed by BHEL. The cases referred to arbitration shall be other than those for which the decision of the Accepting Officer, or Engineer-in-charge as the case may be is expressed in the contract to be final and conclusive. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration

CORRIGENDUM TO BAP : FES: PG TEST 2015-16/02

	<p>views on all or any of the matters in dispute or difference.</p> <p>The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such General Manager as aforesaid at the time of such transfer, vacation of office or inability to act shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>It is a term of the contract that the party involving arbitration shall specify the dispute or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing.</p> <p>The arbitrator shall give a separate award in respect of each dispute or difference referred to him.</p> <p>The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final conclusive and binding on all parties to this contracts.</p> <p>In the event of disputes or differences arising between one public sector and a Government Department or between two public sector enterprises the above stipulations shall not apply, the provisions of BPE Office memorandum No.BPE/CL/001/76 MAN/2(1.10)76-BPE(GM-1)dated 1st January 1976 or its amendments for arbitration shall be applied.</p>	<p>under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of first hearing.</p> <p>The arbitrator shall give a separate award in respect of each dispute or difference referred to him.</p> <p>The place of arbitration shall be Ranipet. However the arbitrator may hold the proceedings at any venue as per discretion. The award of the Arbitrator shall be final conclusive and binding on all parties to this contracts.</p> <p>In the event of disputes or differences arising between one public sector and a Government Department or between two public sector enterprises the above stipulations shall not apply, the provisions of BPE Office memorandum No.BPE/CL/001/76 MAN/2(1.10)76-BPE(GM-1)dated 1st January 1976 or its amendments for arbitration shall be applied.</p>
--	--	--