

**CORRIGENDUM-04**

**Name of the work:** Conversion of Existing Overhead Power Distribution Network with Underground Power Cable Network under 'Konkan Disaster Mitigation Project' on "Turnkey" basis in at Mahad Sub Division & Poladpur Sub Division under PEN circle Raigad District and at Achara Subdivision under Kankavali division of Sindhudurg Circle, , Sindhudurg District, Maharashtra

RFB no.: HLL/DMRR/UGC-PKG-04/2023-24/09 dated 03.02.2024

All bidders are requested to note the following modified criteria in Part I & Part III of RFB:

**I. ITB Clause 11.3 in Bid Data Sheet (BDS) in Part I**

<b>As per tender / corrigendum</b>	<b>Amended as</b>
<p>The bidders shall submit the hard copies of technical bid to the office of :</p> <p>Vice President (ID) HITES South Operations HLL Lifecare Limited HLL Bhavan Golden Jubilee Block, 2nd Floor (HITES office) Poojappura. Trivandrum -695012</p> <p>Note: Hard copies of the technical bid shall reach the above mentioned address before the last date &amp; time of opening of bids.</p>	<p>The bids shall be submitted online only. Hardcopies need not be submitted.</p> <p>However the bidders shall submit the original documents if HLL requests for during the course of tender.</p>

**II. AMENDED CLAUSE 45 in PART III – Conditions of Contract**

**General Conditions of Contract**

**I. Claims, Disputes and Arbitration**

Clause 45 is modified as below:

**45. Disputes and Arbitration**

45.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. Dispute Resolution Committee: In Case of any kind of Dispute, before going for arbitration, the objecting party needs to put up the matter to Dispute resolution committee for resolution. The Dispute resolution committee shall be constituted by HO Mumbai. The committee shall comprise member as below:

- Chairman- Not below the rank of Vice President (Designated by HLL).
- HLL Representative- Not below the rank of AVP (Designated by HLL).

- Contractor Representative- Person authorized by contractor

Further, if either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.2 shall apply. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

45.2 If, the parties have failed to resolve their dispute or difference by such mutual consultation as per Clause GCC 45.1, then either the Employer or the Contractor may give notice to the other party of its intention to commence conciliation/ arbitration, as hereinafter provided, as to the matter in dispute, and no conciliation/ arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence conciliation/ arbitration has been given in accordance with this Clause shall be finally settled in accordance with the following provisions:

- (i) Disputes shall be settled through conciliation or arbitration in accordance with Arbitration and Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law.

In any arbitration proceeding here under:

- (a) proceedings shall be held in Mumbai which shall be the seat as well as the venue of arbitration except otherwise agreed by the Parties.
- (b) English language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in the court of competent jurisdiction in India, as per the Applicable Law

45.3 Notwithstanding any dispute and/or reference to conciliation/ arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due to the Supplier.

**Note:**

- (i) All bidders are requested to note that this amended clause 45 in Part III of RFB document supersedes the clause in the RFB documents or any amendments / corrigendum issued.

The above corrigendum shall form part of the RFB and bidders are requested to submit the Corrigendum duly signed and sealed by their authorised representative along with the online bid.

All other terms and conditions will remain unchanged.

**For HLL Lifecare Ltd**

**Sd/-**

**Authorized Signatory**