

CORRIGENDUM

The following clause of Tender specification CMD/MK/04/228 due for opening on 11/10/2011 floated for supply of “33 KV & 11 KV Combined CT:PT (Metering Equipments) Units of various ratios” are here by amended/added as under.

1. **Clause 27 of Annexure - II “CANCELLATION OF ORDER”**

27.1 The Company may upon written notice of default, terminate contract in the circumstances detailed hereunder:-

- a) If in the opinion of the Company, the supplier fails to deliver the material within the time specified or during the period for which extension has been granted by the Company.
- b) If in the opinion of the Company, the supplier fails to comply with any of the other provisions of this contract or material is found not in accordance with prescribed specifications and or the approved samples.
- c) If as a result of stage inspection, it is revealed that material and/or, workmanship is sub-standard which is likely to affect the performance of the finished products a notice would be served by the Company to the supplier to suspend further activities and to take urgent steps towards corrective measures, failing which the entire order would be cancelled.

27.2 In the event of such termination, the Company shall exercise the discretionary powers as:-

- (a) To recover from the supplier then agreed liquidated damages as approved in the clause No. 10 above.

OR

- (b) To purchase from elsewhere after giving due notices to the supplier on account and at the risk of the contractor such stores/material not so delivered or others of similar description in respect of consignment not yet delivered.

OR

- (c) To cancel the contract reserving Company's right to recover damages.

27.3 Notwithstanding that the powers under clause [27.2 (a), (b) & (c)] referred to above, are in addition to the rights and remedy available to the Company under the law of India relating to contract.

27.4 In the event of risk purchase of stores of similar description, the opinion of the Company shall be final. In the event of action taken under the clause 27.2 (a) or (b) above, the supplier shall be liable to pay for any loss, which the company may sustain on that account but the supplier shall not be entitled to any saving all such purchases made against the default.

27.5 The decision of the Company shall be final regarding the acceptability of the store supplied by supplier and the Company shall not be required to give any reason in writing or otherwise at any time for the rejection of the stores/material.

27.6 In the event, the Company does not terminate the order as provided in clause 27.1 and 27.2 above, the supplier shall continue execution of this order, in which case he shall be liable to the Company for liquid detail damages for the delay as per clause 10, until supplies are accepted.

Other clause & terms and conditions of the Tender specification No. CMD/MK/04/228 due for opening on 11/10/2011 shall remain unchanged and applicable.

**CHIEF GENERAL MANAGER (PUR),
O/o CMD, MPMKVV CO.LTD. BHOPAL**