



ISO 9001-2000,  
ISO 140 01-1996  
OHSAS 18001-1999



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम)

**NORTH EASTERN ELECTRIC POWER CORPORATION LTD**

**(A GOVT. OF INDIA ENTERPRISE)**

**CIN U40101ML1976GOI001658**

**OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)**

**BROOKLAND COMPOUND::LOWER NEW COLONY**

SHILLONG-793003, MEGHALAYA

Website: [www.neepco.gov.in](http://www.neepco.gov.in) Email: [contract@neepco.gov.in](mailto:contract@neepco.gov.in) FAX: +91 364-2222578

**Corrigendum No. 04 dtd. 04/02/2016**

**to**

**NIB No. 178 dtd. 07/12/2015**

**For**

**Supply of MIVs to Kopili HEP, Assam.**

The Cl. 33 at Sec-III A of bid documents: Limitation of liability in respect of above tender is modified as per Annexure-1.

All other terms and conditions shall remain unchanged.

Sd/-

(S. K. Sarkar)

General Manager,

i/c Contracts & Procurement



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## **Annexure-1**

### **Tender for Procurement of MIVs for Kopili Stage-II and Kopili Power Stations of KHEP**

Clause No.	Existing clause as per NIB	Modified Clause
Sec-III A/ E. 33 General Terms & Conditions of contract	Limitation of liability The final payments to the Contractor shall be released after Final Acceptance of the Plant. However, all the Contractual liabilities and responsibilities of the Contractor shall remain till the expiry of Warranty Period	Except in cases of criminal negligence or wilful misconduct, (a) The Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer, and (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.