

No.CGM/CF/2020-21/

Date:23-03-2021.

1st CORRIGENDUM to E-TENDER

It is informed that following Corrigendum is issued for the tender.

Tender No. CGM/CF/20-21/T01 dated 10.03.2021

1. As per IBA specification a Clause limiting the amount and time for liability under Bank Guarantee provided, is erroneously omitted in the Bank Guarantee format for Bid Security. Hence, the clause given below is included last clause of the BG format for Bid Security.

“Notwithstanding anything contained herein above:

Our liability under this guarantee shall not exceeds Rs.....(Rs Only)

This Bank Guarantee shall valid upto date..... And claim period upto.....

We are liable to pay the Bank Guarantee amount or any part thereof under this Bank Guarantee only any if you serve upon us a written claim or demand on or before (Claim period)”

2. Clause no. 10.1 “DISPUTES”, is replaced with the below mentioned clause to include time limit for amicable resolution or resolution through arbitrator before approaching courts.

“Any disputes or differences arising under, out of or in connection with this tender or contract is not amicably resolved within Forty Five (45) days of referral by one party to another, it shall be resolved through arbitration, in India, in accordance with the provisions of Arbitration and Conciliation Act 1996 (and any amendments thereto). The venue of such arbitration in India shall be Mumbai city of Maharashtra. The Indian Law shall govern the contract.”

3. A new clause 7.8 “Liability to the third parties” is included after clause 7.7 of the original tender document. The clause is ***“The Consultant appointed shall render its services and deliverables to MSEDCL only and shall not be held liable for***

use of such deliverables by any third party unless otherwise agreed by Consultant in writing.”

4. A new clause 7.9 “Limitation of Liability” is included after clause 7.7 as mentioned in point no. (3) above. The clause is states as ***“MSEDCL agrees that Consultants total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to one time the professional fees paid / payable for the services. MSEDCL agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.”***
5. A new clause is being inserted to elaborate the Evaluation of Bids. The clause will be numbered as 6.6 and the original clause 6.6 and onwards is re-numbered accordingly. The clause 6.6 reads as follows:
“6.6 Evaluation of Bids: Bids of those Bidders having complied the qualification requirements as per clause 1.3 of the Tender Document, will be eligible for opening of the Price Bid. The Bidder who has quoted lowest Consolidated Fees for the entire Assignment, i.e. L1 Bidder, shall be considered for award of work.”

In view of the corrigendum issued above. The dates for pre-bid meeting and submission of the bids are extended as below:

- A. Pre – bid meeting through Video Conferencing on 31st March 2021 at 1500 Hrs.
- B. Due Date & Time (Hrs) for Submission of Tender on 5th April 2021 upto 1500 Hrs.
- C. Due Date & Time (Hrs) for Opening of Tender on 5th April 1530 Hrs.

Chief General Manager (CF)