Tender: Supply, Installation, Integration, Testing and Commissioning of wired MPLS Leased Lines (1:1) for SCADA project in 7 towns			
Annexure B: Corrigendum Tender no. CGM/IT/SCADA-Links/21-22 VERSION- 2 dtd. 02.09.2021			
Sr. No.	RFP Section & Clause	Existing Clause	Proposed Clause
1	1.3. SPECIFICATIONS FOR GENERAL SCOPE	NIL	**Clause Added:** Acceptance of link will be provided sitewise, but only after acceptance of control center link at the earliest
2	20. Liquidated Damages for delay in Completion and Penalty	If the Bidder fails to deliver any or all of the Deliverables or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Deliverables or Related Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such Deliverables and services. Further Liquidity Damages for works not executed due to the reasons attributed to the contractor, maximum 10% on value of unexecuted work shall be levied in addition to Risk and cost.	If the Bidder fails to deliver any or all of the Deliverables or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Deliverables or Related Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such Deliverables and services. Liquidity Damages for works not executed due to the reasons attributed to the contractor, maximum 10% on value of unexecuted work shall be levied.
3	C. QUALIFICATION CRITERIA, Sr. No.5	Bidder (except in case of Govt. Organizations/PSUs) should have a positive net worth & should be profitable at least once in any of the last three audited financial years.	Bidder (excluding Govt. Organizations/PSUs) should have a positive net worth in any of the last three audited financial years. (FY-17-18, FY-18-19, FY-19-20 Or FY-18-19, FY-19-20, FY-20-21)
4	1.3. SPECIFICATIONS FOR GENERAL SCOPE :	NIL	**Clasue Added:** Make and Models of Router are Make : HUAWEI Model: AR2200 (AR0M0022BA00)
5	12. Settlement of Disputes/Arbitration Clause ii. Dispute Settlement	The matters to be determined by the Chief General Manager (IT): All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Chief General Manager (IT) and the Chief General Manager (IT) shall (within 120 days) after receipt of the contractor's representation make and notify decisions of all matters referred to by the contractor in writing	Arbitration: (a) All disputes or differences between the parties under or in connection with this Agreement or any breach thereof shall be sought to be referred to the Chief General Manager(IT). b) If such differences or disputes as between the parties cannot be settled through Chief General Manager (IT) within 180 days of such disputes, they shall be settled by arbitration as per the procedure stipulated in Tender document. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act ,1996 and any statutory modification thereof from time to time. (c) The language of the arbitration shall be English and the place of arbitration shall be Mumbai. (d) Notwithstanding the existence of any dispute referred to arbitration, the parties shall continue to perform their obligations under this Agreement.
6	14. Taxes and duties Sr. no. ix.	Stamp duty is applicable as per rule.	Stamp duty **if** applicable will be in bidder scope

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Sr. No.	RFP Section & Clause	Existing Clause	Proposed Clause
7	G. SPECIAL CONDITIONS OF CONTRACT Sr. No. XVIII	Leased Line Re-Allocation: If for particular location the link is down & current service provider (successful bidder) is unable to restore the link within 30 days, then MSEDCL reserves right to allot the link to other service provider who is feasible at the locations at the risk and cost of the current service provider (successful bidder). The risk and cost may be recovered from the successful bidder's pending payments & Performance Security Deposit. The link shall be treated as non-feasible if it is not commissioned within stipulated timeframe mentioned in the tender or if it was commissioned and is down for more than 30 days. MSEDCL may issue link termination letter to non-feasible service provider.	Leased Line Re-Allocation: MSEDCL reserves right to issue link termination letter to current service provider (successful bidder) and may allot these link(s) to other service provider(s) at the locations at the risk and cost of the current service provider (successful bidder) in following two scenarios, a) Link is commissioned but is down for more than 30 days, b) Link is not commissioned within stipulated timeframe mentioned in the tender. Note: The risk and cost may be recovered from the successful bidder's pending payments & Performance Security Deposit.
8	C. QUALIFICATION CRITERIA Sr. No. 3	Bidder should have Supplied, Installed, Integrated, Tested and Commissioned wired MPLS Leased Lines during preceding seven years (till the date of bid submission) fulfilling either any one of the following criteria: ➢One similar completed work costing not less than the amount equal to ₹ 6.2 Crore. ➢Two similar completed works each costing not less than the amount equal to ₹ 3.9 Crore. ➢Three similar completed works each costing not less than the amount equal to ₹ 3.1 Crore in any sector in India.	Bidder should have Supplied, Installed, Integrated, Tested and Commissioned wired/**wireless** MPLS Leased Lines during preceding seven years (till the date of bid submission) fulfilling either any one of the following criteria: ➢One similar completed work costing not less than the amount equal to ₹ 6.2 Crore. ➢Two similar completed works each costing not less than the amount equal to ₹ 3.9 Crore. ➢Three similar completed works each costing not less than the amount equal to ₹ 3.1 Crore in any sector in India.
9	1.3 Specifiactions for General Scope	Bidder should commission each new leased line (as per Quantity Variation Clause) within 1 month from the date of written request from MSEDCL. If the bidder fails to commission the leased line withinstipulated period, penalty may be levied as per Subclause 21. Liquidated Damages for delay in Completion and Penalty, of Clause F. general Conditions of Contract.	Bidder should commission each new leased line (as per Quantity Variation Clause) within **60 days** from the date of written request from MSEDCL. If the bidder fails to commission the leased line within stipulated period, penalty may be levied as per Subclause 21. Liquidated Damages for delay in Completion and Penalty, of Clause F. general Conditions of Contract.
10	28. Termination Sr. No. vi	Nil	**Clasue Added:** The Vendor may, by not less than one hundred & eighty (180) days' written notice to the Owner, terminate this contract; if the vendor plans to discontinue its services or business. If the vendor does not intimate the owner in advance as above before ceasing any of its service types provided to MSEDCL or business, the owner will have full right to impose appropriate penalty on the vendor, due to the loss of business of the owner.