

Errata-1

Tender no. : CGMIT/Load Forecasting/2022 VERSION- 2

Sr. No.	Reference	Existing Clause	Revised Clause
1	Section-5 General Terms and Conditions Clause G – Force Majeure	If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, act of a public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above-mentioned Event duly certified by Indian Chamber of Commerce in case of Indian Parties or International Chamber of Commerce, Paris, France in case of foreign parties) is given by either party to the other within fifteen(15) days from the date of occurrence thereof, the EMPLOYER shall have the right by reason of such Event to terminate the Contract without however affecting the right to any claim for damages on the Bidder in respect of such non-performance or delay in performance. However,.....	If at any time during the continuance of the Contract, the performance in whole or in part by either party or any obligations under the Contract shall be prevented or delayed by reason of any war, hostilities, the act of public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine restrictions and Acts of God (hereinafter referred to as 'Events') and provided notice of the happening of any of the above-mentioned Event, is given by either party to the other within fifteen(15) days from the date of occurrence thereof, the EMPLOYER shall have the right by reason of such Event to terminate the Contract without however affecting the right to any claim for damages on the Bidder in respect of such non-performance or delay in performance. However,.....
2	Section-5 General Terms and Conditions Clause I – Settlement of Disputes Clause (vi)	Arbitration: Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract shall be settled between the MSEDCL and the Bidder amicably as mentioned in Tender. If however, MSEDCL and the Bidder are not able to resolve their disputes/differences amicably as aforesaid the said disputes/differences shall be settled by Arbitration. The Arbitration proceedings, in the case of a foreign Contractor, shall be regulated and governed by the rules of Arbitration and Conciliation of the International Chamber of Commerce, Paris. The venue shall be Mumbai, Maharashtra, India.	Arbitration: Any disputes, differences, whatsoever, arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract shall be settled between the MSEDCL and the Bidder amicably as mentioned in Tender. If however, MSEDCL and the Bidder are not able to resolve their disputes/differences amicably as aforesaid the said disputes/differences shall be settled by Arbitration. The venue shall be Mumbai, Maharashtra, India.
3	6. SPECIAL CONDITIONS OF THE CONTRACT U. PERFORMANCE GUARANTEE/SECURITY DEPOSIT	Within 14 (fourteen) days of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a Performance Bank Guarantee Bond for proper performance of the Contract as well as satisfactory performance of operational support, Product & Implementation to an amount not less than Ten Percent (5%) of the Contract Price in accordance with the Conditions of Contract.	Within 14 (fourteen) days of receipt of the Letter of Award from the Employer, the successful bidder shall furnish to the Employer a Performance Bank Guarantee Bond for proper performance of the Contract as well as satisfactory performance of operational support, Product & Implementation to an amount not less than Five Percent (5%) of the Contract Price in accordance with the Conditions of Contract.