

**Corrigendum No. 1 dated 3rd November 2022
For RDSS/LR-B/Phase I,II,III/tender no. T-03 to T-23**

	As per Standard Bid Document (SBD)	Revised / New condition in SBD
i	Performance security:	
	The performance security is 3%.	The Performance Security will be read as 5%
ii	Defect Liability period	
	Defect liability period is 60 Months for major material and 24 months for minor material.	Defect liability period is 60 Months for major material and 24 months for minor material from the date of installation.
	Additional tender conditions	
iii		<p>Dispute Resolution Committee: In Case of any kind of Dispute, before going for arbitration, the objecting party needs to put up the matter to Dispute resolution committee for resolution. The Dispute resolution committee shall be constituted by HO Mumbai. The committee shall comprise member as below:</p> <p>a) Chairman- Not below the rank of Chief Engineer (Designated by MSEDCL). b) MSEDCL Representative- Not below the rank of Superintending Engineer (Designated by MSEDCL). c) Contractor Representative- Person authorized by contractor.</p>
iv		<p>MSEDCL Debarring/Blacklisting Policy: Business dealings with an agency may be debarred/blacklisted if it is considered not desirable to continue the business with the agency. It means action taken by the Competent Authority/ Appellate Authority pursuant to this policy prohibiting agency from directly or indirectly performing any work for or otherwise participating in MSEDCL bid/ tender including to prohibit agency from submitting a bid, having a bid considered, or entering into any work/ contract during a specified period of time as set for the debarment/ blacklisting order.</p>
v		<p>Partial Termination Clause: If the Contractor fails to comply agreed contract agreement then the Employer may, after giving 14 days' notice to the Contractor, terminate/partially terminate the Contract and expel him from the Site. The Contractor shall then deliver all Construction Documents, and other design documents made by or for him, to the Employer's Representative. The Employer may upon such termination/partial termination complete the Works/balance work himself and/or by any other contractor at the risk and cost of terminated/partial terminated contractor. The additional cost incurred i.e. the amount of Risk and Cost shall be recovered from the terminated / partially terminated agency.</p>
vi		<p>Litigation History clause: The bidder/JV should provide detailed information on any litigation either in the court of law and / or arbitral panel. (i) All pending litigations shall in total not be more than fifty percent (50%) of the bidder's net worth. (ii) In case amount is more than 50% of the bidder's net worth, bidder will be disqualified.</p>

	As per Standard Bid Document (SBD)	Revised / New condition in SBD
vii		<p>Applicable for tender no: Applicable to Tender No. RDSS/LR/B/Phase II/T-03, T-04, T-05, T-06, T-07 & T-08/2022-23</p> <p>Assessing capacity of bidder</p> <p>The criteria for assessing capacity of bidder shall be as below: Requirement: The bid capacity of the turnkey contractor, shall be equal to or more than the estimated cost of the tender. The same shall be assessed as per following formula Bidding capacity = [A X N X 2] - B The value of A and B to be based on the entire business of the bidder</p> <ul style="list-style-type: none"> • A: Maximum annual turnover in last 5 FYs (to be CA certified) • N: Years prescribed for work completion under tender (but in order to standardize the same a value of [3] may be taken) • B. Value of existing commitments & on going works for which LOI/LOA have been issued (to be certified by the Company Secretary / whole-time Director/CEO of the bidder) plus commitments on account of any LI declaration as part of the DISCOM tender opening <p>Mechanism: If the State/ DISCOM plans to open the financial bids of multiple packages at around the same time, then the following mechanism shall be adopted:</p> <ol style="list-style-type: none"> 1. Completion of technical evaluation of the packages and notification of the financial bid opening date with at-least 10 days advance notice to the bidders. 2. Bidders to submit the updated details of the bidding capacity, as on / upto 7 days before the opening of financial bid, 3. Financial bids shall be opened in descending order of the package size, starting with the opening of the financial bid of the package/RFD with highest estimated value, 4. Financial bids of only those bidders shall be opened, that have requisite bidding capacity corresponding to the estimated value of any particular RFB / tender, 5. Before opening every financial bid, the Bid Capacity of all bidders shall be assessed as per the defined bidding capacity formula, and including the bid value of previous opened financial bid (if any) for which the bidder is L1 6. The above process shall be repeated until opening of all the balance financial bids. <p>However, there might be cases wherein the bidder has bid capacity as per the estimated tender value, but L1 quote by the bidder takes it beyond its estimated capacity. Then in such cases, as far as bid capacity clause is concerned, the bidder shall still be considered for award.</p>
viii		<p>Applicable to Tender No. RDSS/LR/B/Phase II/T-11/2022-23</p> <p>"ADDITIONAL INSTRUCTIONS : (Applicable for tenders called on Rate Contract basis) Rev.III/09 on page 5" is deleted</p>

sd/-
Chief Engineer (Projects)