

Corrigendum -1

Tender for Videoconferencing System at Gujarat Mineral Development Corporation on CAPEX or OPEX Model

➤ **Tender Fee, and EMD**

Tender Fee and EMD by DD / Pay Order in favour of Gujarat Mineral Development Corporation Limited, payable at Ahmedabad from banks approved by Government of Gujarat from time to time **including co-operative banks**

➤ **Clause Number 7 page number 9– Performance Guarantee**

Please read this clause as

Within 15 (Fifteen) working days from the date of Letter of Intent /Work Order, the Successful Bidder shall furnish a Performance Bank Guarantee for an amount equivalent to 10% of the total cost except support cost without service tax for a period of 63 months in accordance with the conditions of the Contract, in the form of a Bank Guarantee or Demand Draft or Pay Order drawn in favor of “The Gujarat Mineral Development Corporation Limited” payable at Ahmedabad. If such Performance Guarantee is in the form of a Bank Guarantee, then it should be of any bank approved by Government of Gujarat from time to time in the form and manner acceptable to the GMDC.

➤ **Clause Number 12.1 page number 11 –Scope of Work**

Please read this clause as

For CAPEX Model Supply, Installation and five Years Support of Videoconferencing System. Videoconferencing System may be hardware or software based. In case of software then GMDC would prefer to provide its server for the same.

➤ **Clause Number 15.5 page number 13 – Award of Contract**

Please read this clause as

The contract will be awarded to the bidder who stands L1 in total price of video conferencing of system with five years support and hardware (Camera and Mic cum Speaker) costs inclusive of all except service taxes for CAPEX or total recurring price of video conferencing of system for five years and hardware (Camera and Mic cum Speaker) costs inclusive of all except service taxes

GMDC have right to select the any option for camera after opening of financial bid. The GMDC reserves its right to reject any or all tenders or split the job between more than one bidders without assigning any reason and thereby without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidder's of the grounds for GMDC Ltd., action/decision.

➤ **Clause Number 14.1 page number 12 – Penalty**

Please read this clause as

“In case of executing the work under CAPEX Model, if the successful bidder fails to commission the contractual work within 15 days from the issuance of LOI and/or Work Order, liquidated damages shall be levied at the rate of 1% of total contract value for every one week delay. Liquidated damages shall not be levied for more than 10% of total contract value in case of late commissioning. That more than 3 days would be calculated as one week in case of delay”

➤ **Clause Number 18 page number 15– Force Majeure**

Please read this clause as

- a. Force Majeure is herein defined as natural phenomena such as floods, drought, earthquakes and epidemics, declaration of war, change in Government policies, strikes, lock-out etc. in such conditions of force majeure, both the parties can claim a force majeure but they are obliged to inform the either party within 15 days in writing on the date of commencing and again ending of the force majeure.
- b. Under the circumstances of force majeure stated above, the contract in terms of period can be extended by period equivalent to the loss of time due to force majeure.
- c. The decision regarding the occurrence of force majeure to be considered shall be decided jointly.”

➤ **Clause Number 16 page number 14 – Disputes Resolution and Jurisdiction**

Please read this clause as

Clause 16.1 - Arbitration

“ The Parties shall endeavour, in the first instance, to resolve any dispute, disagreement or difference arising out of or in connection with this Agreement, including any question regarding its interpretation, performance, existence, validity, termination and the rights and liabilities of the Parties to this Agreement (a “Dispute”) through good faith negotiations.

All questions, disputes, differences and/or interpretation of Tender and Subsequent agreement whatsoever, which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Reconciliation Act, 1996 if the said disputes are not resolved amicably through negotiation and the venue of arbitration proceedings shall be at Ahmedabad. The Language of the Arbitration shall be in English.”

Clause 16.2 - Jurisdiction

“Matter relating to any dispute or difference arising out of this Tender and subsequent contract shall be subject to the exclusive jurisdiction of Courts at Ahmedabad only”

➤ **Add clause number – 19 Terminations.**

If at any time during the currency of this contract, if any breach occurs due to the fault of the Successful bidder, GMDC shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the Successful bidder. For termination of the contract GMDC shall be entitled to forfeit Security deposits as Liquidated damages.

➤ **Add clause number – 20 Non Fulfillment of Terms and Condition**

If the Successful bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of the GMDC, GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder. This however, shall not absolve the Successful bidder from his obligation to fulfill the contract. In such event, the GMDC shall have a right to complete and / or to get the work completed at the cost & risk of the Successful bidder and the Successful bidder shall be responsible to pay such cost incurred by the GMDC to complete the work and / or to get the work completed.

Likewise, if the Successful bidder does not fulfil the terms and conditions of the contract and does not carry out the work up to the entire satisfaction of GMDC, GMDC has the right to forthwith terminate the contract at its sole discretion, without assigning any reason, Under such events, the GMDC shall be entitled to forfeit the security deposit paid by the Successful bidder and the GMDC shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful bidder.

For any reasons, if it is required, the GMDC reserves right to cancel, terminate, amend and / or alter the contract and / or bifurcate and / or reduce the contract work at any time without giving any notice or reason to the Successful bidder and without incurring any responsibility.

➤ **Add clause number – 21 Contract Agreement**

The Successful Bidder(s), along with payment of Security Deposit, will also enter into agreement with the GMDC on appropriate Stamp Paper (to be provided by the Successful Bidder) as a token of acceptance of the terms and conditions of the contract, within 30 days of submission of its acceptance of LOI.

In case of any necessity arising after executing the agreement and during the execution of the work which requires alteration/modifications in the agreement can be made after mutual understanding and consent of both the bidder(s).

The Successful Bidder(s) will have to start the work within 15 days from the date of execution of agreement or letter of GMDC informing to start the work whichever is earlier.

In case of failure to commence the work within the above-mentioned period, the contract may be terminated at the discretion of GMDC and Security Deposit/EMD will be forfeited.