

Correction in Instructions to Bidders (ITB) of SBD

Clause No.	Existing provision in the Clause of SBD:	After correction the SBD Clause reads as:
<p>1.10 "Earnest Money" item no IV- Regarding "Exemption from submission of EMD"</p> <p>(In SBD of all type of Contracts)</p>	<p><i>a) The bidders registered in the state of Madhya Pradesh as Micro & Small Enterprises / START UP / S.S.I. units with D.I.C. (District Industries Center) of Madhya Pradesh, Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and Handloom / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) for the tendered item(s) are exempted from paying the earnest money; however such firms shall have to upload the requisite documents on e-procurement website.</i></p>	<p>a) The bidders "Situated/Based" in the state of Madhya Pradesh and registered as</p> <ul style="list-style-type: none"> • "Micro & Small Enterprises / START UP". • "S.S.I. units with D.I.C. (District Industries Centre) of Madhya Pradesh". • "Khadi & Village Industries Commission (KVIC)" / "Khadi & Village Industries Board (KVIB)" / "Coir Board" / "Directorate of Handicrafts and Handloom". • "Udyog Aadhar Memorandum (UAM)" or "any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)", <p style="text-align: center;">for the tendered item(s), are exempted from paying the earnest money; however, such firms shall have to upload the requisite documents on e-procurement website.</p>
<p>1.15 item no (II) - Regarding "Exemption for MSEs, START UP and SSI of MP from payment of Tender Fees"</p> <p>(In SBD of all type of Contracts)</p>	<p><i>The bidders registered in the state of Madhya Pradesh as Micro & Small Enterprises (MSEs) / START UP / S.S.I. units with D.I.C. (District Industries Centre) / Khadi & Village Industries Commission (KVIC) / Khadi & Village Industries Board (KVIB) / Coir Board / Directorate of Handicrafts and Handloom / Udyog Aadhar Memorandum (UAM) or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) for the tendered item(s) are exempted from paying the tender fees; however such firms shall have to upload the requisite documents on e-procurement website.</i></p>	<p>The bidders "Situated/Based" in the state of Madhya Pradesh and registered as</p> <ul style="list-style-type: none"> • "Micro & Small Enterprises (MSEs)" / "START UP". • "S.S.I. units with D.I.C. (District Industries Centre)". • "Khadi & Village Industries Commission (KVIC)" / "Khadi & Village Industries Board (KVIB)" / "Coir Board" / "Directorate of Handicrafts and Handloom". • "Udyog Aadhar Memorandum (UAM)" or "any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)", <p style="text-align: center;">for the tendered item(s), are exempted from paying the tender fees; however such firms shall have to upload the requisite documents on e-procurement website.</p>

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Correction in General Conditions of Contract (GCC) of SBD

Clause No.	Existing provision in the Clause of SBD:	After correction the SBD Clause reads as:
2.17 "DELIVERY PERIOD" (In SBD of Procurement/ Supply Contract)	III. The item(s) of the respective consignment should be dispatched to the consignees within 21 days from the date of issue of dispatch instructions/clearances. Any delay in delivery beyond this period shall attract penalty even though the item(s) is delivered within the contractual delivery period.	III. The item(s) of the respective consignment should be delivered to the consignees within 30 days from the date of issue of dispatch instructions/clearances. Any delay in delivery beyond this period shall attract penalty even though the item(s) is delivered within the contractual delivery period.
2.35 "PRE-DISPATCH INSPECTION" (In SBD of Procurement /Supply & Turnkey Contract)	VIII. Except fake inspection calls, the date of readiness of item(s) for pre dispatch inspection shall be considered as the date of delivery, subject to the condition that the date of readiness for pre-dispatch inspection is 15 days in advance of terminal date of scheduled delivery. Based on the satisfactory joint inspection, the order placing authority will issue the dispatch instruction for the delivery of the item(s). In case the item(s) is not received within 30 days from the date of issue of dispatch instruction, penalty shall be imposed (as per clause no. 2.26) even though the delivery period is not over.	VIII. Except fake inspection calls, the date of readiness of item(s) for pre dispatch inspection shall be considered as the date of delivery, subject to the condition that the date of readiness for pre-dispatch inspection is 30 days in advance of terminal date of scheduled delivery. Based on the satisfactory joint inspection, the order issuing authority will issue the dispatch instruction for the delivery of the item(s). In case the item(s) is not received within 30 days from the date of issue of dispatch instruction, penalty shall be imposed (as per clause no. 2.26) even though the delivery period is not over.

Addendum

In Chapter-II: General Conditions of Contract (GCC)

2.86 LIMITATION OF LIABILITY:

Except in cases of criminal negligence or wilful misconduct or except otherwise provided for specifically elsewhere in tender document: -

- a) The contractor shall not be liable to the owner, whether in contract, tort or otherwise for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits, provided that this exclusion shall not apply to any obligation of the contractor to pay liquidated damages/penalty to the owner and
- b) The aggregate liability of the contractor to the owner, whether under the contract in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the owner with respect to patent infringement.

**Amendment in clause No. 2.73 "Change in Law" of Chapter-2: General
Conditions of Contract (GCC) of SBD's**

Clause No.	Amended Clause No. 2.73 "CHANGE IN LAW" of SBDs
2.73	<p data-bbox="304 427 1394 533">1. "Change in Law" shall mean the occurrence of any of the following after the date of submission of bid/offer to the extent such occurrence was not reasonably foreseeable by the bidder prior to the date of submission of bid/offer.</p> <ul style="list-style-type: none"><li data-bbox="304 577 1394 645">(i) The modification, amendment, variation, alteration or repeal of any existing Applicable Laws;<li data-bbox="304 651 1394 719">(ii) The enactment of any new Applicable Law or the imposition, adoption or issuance of any new Applicable Laws by any Government Authority;<li data-bbox="304 725 1394 792">(iii) Changes in the interpretation, application or enforcement of any Applicable Laws or judgement by any Government Authority;<li data-bbox="304 799 1394 866">(iv) The introduction of a requirement for the bidder to obtain any new Applicable Permit; or<li data-bbox="304 873 1394 940">(v) The modification, amendment, variation, introduction, enactment or repeal of any Tax, resulting in a change in the incidence of Tax liability. <p data-bbox="304 981 1394 1086">It is clarified that for the purpose of Change in Law, Taxes shall not include taxes on corporate income, any withholding tax on dividends distributed to the shareholders of the bidder or income tax.</p> <p data-bbox="304 1126 1394 1232">2. Change in Minimum Labour wage rates shall be permitted in the contracts in which minimum number of labour has been defined and contracts are fixed rate contracts, in the following manner: -</p> <ul style="list-style-type: none"><li data-bbox="304 1272 1394 1413">a) The prevailing minimum labour wages (as per Labour Commissioner, GoMP Notification) on the date of issue of the tender shall be considered as base. Any subsequent change in minimum labour wages shall be permitted as pass through to the successful bidder.<li data-bbox="304 1453 1394 1671">b) The change of minimum labour wages shall be permitted in the cases of Fix Rate contracts/ Job contracts, where the contract specifies deployment of minimum numbers of manpower. In such cases, the impact of change in Minimum Labour wages shall be permitted for; minimum number of the manpower defined in the contract or deployed on actual basis (average for billing period), whichever is minimum.<li data-bbox="304 1711 1394 1816">c) The impact of change in minimum labour wages shall be permitted along with the original bill / running bill or through supplementary bill, for the period, as the case may be.