

Corrigendum For Amendmend in RFP

Tender for Supply, Installation and Maintenance of Data Center Components

Tender No. AEDC/SDC/IT/2024-25/001, Dtd. 24/06/2024
Corrigendum No. AEDC/SDC/IT/2024-25/001/Corr-02, date 12/07/2024



**Assam Electronics Development
Corporation Limited
(AMTRON)
Industrial Estate, Bamunimaidan,
Guwahati – 781021**

Amendment made to the RFP:**The following amendments are made to the RFP# AEDC/SDC/IT/2024-25/001, Dtd.****24/06/2024**

Last Date for Submission of Bids had been extended till:	a) Sign & scanned copy of the Tender and supporting documents to be submitted online on or before 03:00PM, 19/07/2024.
Date of Opening of Technical Bids	19-07-2024 at 04:30 PM

Amendment in Tender Terms and Condition-

SL. No.	RFP Page No.	RFP Section	Tender Clause	Amendment/Modified Clause
1	4	1.2 Pre-Qualification Criteria	New Clause	16. The bidder should submit an undertaking that during the bid validity period of 180 days, the bidder will be able to supply up to an additional 50% of the existing tender quantity with the same terms & conditions of this tender including Performance Bank Guarantee. In case of failure to execute this clause the original PBG may be forfeited, and necessary action will be taken against the supplier.
2	11	2.1.	The Bidder will prepare the bid in two parts – Technical Bid and Financial Bid. Both Technical bid and financial bid should be submitted online in e-procurement portal.	The Bidder will prepare the bid as per Two Stage Bidding process whereby Technical Bid and Financial Bid to be submitted by bidder separately. The bidders should submit their technical bids in the first stage. After evaluation of technical bids, qualified bidders can only submit their financial bids in the second stage, on the notified date.
3	13	3.1. General Conditions of the Contract:	New Clause	x. Repeat orders may be placed more than once at the same rate provided altogether these orders do not exceed 50% of the original tender quantity.
4	13	3.1. General Conditions of the Contract:	New Clause	xi. Repeat order may be placed during the bid validity period as per availability of fund.
5	13	3.1. General Conditions of the Contract:	New Clause	xii. Liquidated damages - If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services(e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the tender, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5% percent of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed Goods' or incidental Works/ Services' contract price(s).
6	13	3.1. General Conditions of the Contract:	New Clause	xiii. Force Majeure -On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof.

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				Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.
7	15	3.7 Bid Validity Period:	Bids including financial shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the Purchaser. A bid valid for a shorter period may be rejected as non-responsive. The prices excluding the taxes, finalized after opening the tenders shall not increase throughout the period of 210 days.	Bids including financial shall remain valid for 180 days after the date of submission of Financial Bids prescribed by the Purchaser. A bid valid for a shorter period may be rejected as non-responsive. The prices excluding the taxes, finalized after opening the tenders shall not increase throughout the period of 180 days.

All other terms and condition mentioned in the RFP document remains unchanged.

Date: 12-07-2024

Place: Guwahati

Sd/-

Managing Director
AEDC Ltd. Guwahati