

CORRIGENDUM-1

Following amendments are made in the Tender No. MLP /PZ/I/2016:

		Existing	Modified
Front Page of Tender and Page 1;para 1(e)	LAST DATE OF SUBMISSION OF TENDER	16.09.2016 (1200HRS)	04.10.2016 (1100HRS)
Front Page of Tender and Page 1;para 1(i)	DATE OF OPENING OF TECHNICAL BID	16.09.2016 (1600HRS)	04.10.2016 (1400HRS)
Page 1;para 1(d)	Last date of sale of Tender documents	15.09.2016 (1600HRS)	03.10.2016 (1600HRS)
Page 1;para 1(a),Page 5; para 7, Annexure-A,C,G,I		100-150 meter	100±2.5 %
Page 2; para 2.2 (c)		2000 MT quantity of paper per annum	500 MT quantity of paper per annum in single supply order
Page 3; para 2.4		Tender submitted without EMD will be rejected	Tender submitted without EMD will be rejected except those who are registered with the Central Purchase organisation, National Small Industries Corporation (NSIC) as per GFR-2005 up to the monitory limit, mentioned in their respective registration certificate attached with the bid
Page 9; para I (2)			deleted
Page 7; below para 20			<p>Inserted para 21,22 and 23 as given under:</p> <p>21. Fraud and Corruption 21.1 It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p>

			<p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.</p> <p>22. Force Majeure</p> <p>22.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>22.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>22.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the</p>
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			<p>cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>23. Settlement of Disputes/ Arbitration Clause:</p> <p>23.1 In the event of any dispute arising out of or relating to this tender, it should be referred to sole arbitration of Secretary, Department of Science & Technology or any other person nominated by him whose decision will be final binding.</p> <p>23.2 Venue of Arbitration: The venue of arbitration shall be New Delhi, India</p>
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