

विषय/Sub : Corrigenda for NIT of ID/P&MS/ILL/005 dated 24-Feb-2016

Following changes are applicable for subject NIT

**1. Clause No. 7.b of instructions to bidders to be read as:**

*"Bidder should have ISO 9000/TL 9000 series certification or equivalent"*

**2. Clause No. 12 of Commercial Terms and conditions to be read as:**

*"The parties hereto agree that timely delivery is the essence of the order/contract. If the Seller/Contractor fails to complete the projects within the time period stipulated in the order/contract or within any extension of time granted by the purchaser **due to reasons not attributable to the purchaser**, the purchaser shall be under no obligation to accept the **services**. However, if accepted, liquidated Damages at the rate of half percent per week of delay or part thereof shall be levied on **the total order/contract value** limited to ten percent of the total order/contract value excluding elements of taxes and duties, without prejudice to any other relief or compensation due to the purchaser under any other condition of the order/contract"*

**3. Clause no. 14.b of Commercial Terms and conditions to be read as:**

*"Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Seller/Contractor **after giving him an opportunity to rectify any non-compliance within reasonable given time**, at the risk and cost of the Seller/Contractor"*

**4. Clause no. 18 of Commercial Terms and conditions to be read as:**

*"In the event of any dispute or difference arising out of or in connection with order/contract, such disputes or differences shall, unless amicably settled between parties as mentioned hereinabove, be finally settled by arbitration in accordance with the provisions of arbitration and conciliation Act, 1996 or any statutory modifications or reenactments thereof, by **sole arbitrator being jointly appointed by both the parties**. If the parties fail to agree on the nomination of the arbitrator, the sole arbitrator shall be appointed in accordance with the said act. The seat of arbitration shall be **New Delhi**."*

Following relaxations in technical terms are provided:

1. Delivery period to complete ATP for secondary line is increased to 8 weeks.
2. IPv4 addresses required for secondary line are reduced to 8 IPv4 addresses.

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