



**CORRIGENDUM No. I**

**Sub: Integrated Facility Management Services in MDL Factory & Residential Premises.**

**Ref: Tender No. 1900000176 dated 11<sup>th</sup> Dec' 2023**

The following points shall be considered by the bidder(s) before submission of final offer for the subject tender.

2. *TEF Clause No. 7.6 shall be read as below:*

“The condition of prior turnover and prior experience is relaxed only for all Start-ups recognized by Department for Promotion of Industry and Internal Trade (DPIIT) subject to meeting of quality & technical specifications. Start-ups may be MSMEs or otherwise. Start-ups shall be given relaxation in prior turnover and prior experience as specified under:

(a) Start-ups shall be given 100% relaxation in prior turnover and prior experience subject to meeting of quality & technical specifications.

(b) If L-1 bidder is Start-up, then Start-up firms are eligible for ordering of 100% of tendered quantity.”

Note: The above provisions are subject to meeting purchase preference policies which will prevail over above provision.

3. *TEF Clause No. 43.2 and 43.3 shall be read as under:*

**“Arbitration:**

Unresolved disputes/differences, if any, shall then be settled by Arbitration.

The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) with the mutual consent of the parties.

In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.”

4. All other terms & conditions remain unaltered.

5. The Corrigendum-I as above, duly signed & stamped, shall be scanned and submitted along with Techno-commercial Bid (PART-I) of the offer.

**Signature of Contractor**

**Seal**

**Date**