

General Contract Form

(To be executed on a Rs. 20/- Stamp paper bought in Tamil nadu by the Successful Bidder)

CONTRACT

This Contract is entered into at Chennai on the _____ day of ____ 20__ between

Electronics Corporation of Tamil Nadu Limited, a wholly owned Government of Tamil Nadu Undertaking, a Company registered under the Indian Companies Act,1956 and having its Registered Office at No.692, Anna Salai, Nandanam, Chennai – 600 035, hereinafter referred to as "ELCOT" (Which term shall mean and include its successors and permitted assigns)

and

....., a Company registered underand having its Registered office at hereinafter referred to as the "Supplier" (Which term shall mean and include its successors and permitted assigns)

Whereas ELCOT invited a tender vide Tender Ref. _____ for _____ throughout the State of Tamil Nadu and the Supplier was selected for the execution of work as per the Tender document.

Whereas ELCOT and the Supplier in pursuance thereof have arrived at the following terms and conditions.

1. This Contract shall remain in force during the Contract period of ____ months from the date of signing of this Contract. ELCOT may terminate this contract at the risk and cost of the SUPPLIER where the SUPPLIER is in material breach of the terms and conditions of this contract and fails to remedy that breach on 14 days' written notice from ELCOT. Termination of this contract by ELCOT will not relieve SUPPLIER of its liability as agreed.

2. The SUPPLIER agrees to deliver the services as specified in the Tender within the stipulated period prescribed by ELCOT at the cost as given below. This cost is firm and not subject to enhancement.
Cost per _____ : Rs. _____/-

3. The Contract or any part share of interest in it shall not be transferred or assigned by the SUPPLIER directly or indirectly to any person or persons whomsoever without the prior written consent of ELCOT.

4. Neither ELCOT nor the SUPPLIER shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
 - a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
 - c) Accidents or disruptions including, but not limited to fire and explosions.

5. The Tender documents in relation with this Tender issued for _____ shall be deemed to form and be read and construed as part of this Agreement. The Tender enclosures, the offer submitted by the SUPPLIER, the negotiated and finalised Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the SUPPLIER are at variance with conditions of this contract or conditions stipulated in the Tender

document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the SUPPLIER.

6. Delivery Schedule
(Delivery schedule will be as given in the Tender document)
7. Liquidated Damages (LD)
(LD will be as given in the Tender document)
8. Payment Clause
(Payment will be as given in the Tender document)
9. Any notice from one party to the other given or required to be given hereunder shall be given by either:
 - a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
 - b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.
10. In case of breach of any of the conditions of the contract by the SUPPLIER during the contract period, ELCOT reserves the right to recover costs/liabilities arising directly due to such breach from the SUPPLIER. The total liability, however arising, of the SUPPLIER under the contract is limited to that amount payable to the SUPPLIER by ELCOT under the contract.
11. Termination of Contract
(Termination clause will be as given in the Tender document)

12. In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Managing Director of ELCOT under the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, India and the language shall be English only. Subject to the above, the Courts at Chennai only shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of ELCOT

For and on behalf of
SUPPLIER

Witness

Witness