



Electronics Corporation of Tamil Nadu Limited

**Rate Contract
Tender**

Supply of Laptop Computer

**Tender Ref.
ELCOT/Proc/OT/33260/Laptop Computer/RC/2019-20**

Corrigendum No. 4 to the Tender Document

CORRIGENDUM TO THE TENDER DOCUMENT

The following Corrigendum to the Tender Document is hereby issued:-

S. N	Title of the clause	Existing	To be read as
1	Page No.13-3.8 Arbitration	<p><u>Arbitration Clause:-</u></p> <p>(a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Managing Director of ELCOT.</p> <p>(b) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Managing Director of ELCOT. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.</p> <p>(c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.</p> <p>(d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator shall not grant interest.</p> <p>(e) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive</p>	<p><u>Dispute and Jurisdiction</u></p> <p>“Any dispute or difference, whatsoever, arising between the parties to this contract arising out of or in relation to the terms of this contract shall be resolved by the parties mutually by acting in good faith towards fulfilling the contract and for this purpose the parties mutually agree to furnish or exchange all relevant documents, information and any other material within their special knowledge and thereby conclude their discussions between them / their representatives or officers within a period of time as may be mutually agreed to say the time of commencement of the move to resolve the dispute.</p> <p>In case, there is a failure in resolving the dispute within the time agreed and in the manner stated supra, the parties shall be at liberty to approach only the Courts in Chennai City which has jurisdiction in the matter.”</p>

		<p>and binding on the parties.</p> <p>(f) The venue of the arbitration shall be Chennai and language English.</p> <p>(g) The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.</p> <p>(h) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause. Subject to the above, the Courts at Chennai alone shall have jurisdiction in the matter.</p>	
2	Page no.34 - 6.3 -Tender Document Fee	a) The Tender Documents may be directly purchased from ELCOT on payment of fees as mentioned in the Tender schedule. The Tender document cost may be paid by way of Demand Draft / Banker's Cheque in favour of Electronics Corporation of Tamil Nadu Limited, payable at Chennai	Removed
3	Page no.36- 6.7.2 - Price bid Form	d) The Prices quoted shall be in INDIAN RUPEES (INR) only. The tender is liable for rejection if Price Bid contains conditional offers.	d) The Prices quoted shall be in INDIAN RUPEES (INR) only
4	Page No. 41- 7.5.3. Price Bid Evaluation	d) The Technically Qualified Bidders will be negotiated to match individual L1 Price and the lowest CAMC Charges offered in the tender. If more than one Bidder matches the L1 Price, then order will be placed more than one Bidder, who matches the L1 Price. However, preference will be given to the L1 Bidder. The L1 Bidder will be given an order value more than the other Bidders, who match the L1 Price. The L1 will be given not less than 60% subject to or restricted to their capacity	d) The Technically Qualified Bidders will be negotiated to match individual L1 Price and the lowest CAMC Charges offered in the tender. If more than one Bidder matches the L1 Price, then order will be placed more than one Bidder, who matches the L1 Price. However, L1 Bidder will get higher priority for supply. The decision of ELCOT will be the final.

		(manufacturing or trading). The decision of ELCOT will be the final.	
5	Page No. 42-7.7 – Award of Contract	a) Total quantity will be apportioned among the L1 Bidder and other Bidders who have agreed to match L1 rate, as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms and Conditions of the Tender. In general minimum 60% of the tender/ contract value will be awarded to the L1 bidder and the balance will be shared to any other bidders who are matching the L1 rates/rate of the L1 bidder.	a) Total quantity will be apportioned among the L1 Bidder and other Bidders who have agreed to match L1 rate, as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms and Conditions of the Tender. In general L1 bidder will get higher priority for supply. If the Purchaser/ Customer desires specific make, then orders will be issued as per the discretion of the department.
6	Page No.44-8.3 Payment of Security Deposit (SD)	The successful Bidder will be required to remit a Security Deposit (SD) equivalent to five percent of the value of the order, inclusive of EMD by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 15 months from the date of issue of letter of acceptance and confirmation from ELCOT.	The successful Bidder will be required to remit a Security Deposit (SD) equivalent to five percent of the value of the order, inclusive of EMD by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee from schedule banks except Yes bank valid for a period of 15 months from the date of issue of letter of acceptance and confirmation from ELCOT.

7	Page no.50 - 8.16 Other documents to be submitted	<p>1.Copy of ESI Registration or necessary Exemption Letter for ESI Registration should be submitted.</p> <p>2.Copy of EPF Registration or necessary Exemption Letter for EPF Registration should be submitted.</p> <p>3.For any manpower services, the bidders should adhere to the contract payment structure provided by ELCOT.</p> <p>4.For payment claims, the bidder/ successful bidders / Successful bidders / outsourcing Agencies should submit proof for payment of cash on hand through Bank credit (ECS details and UTR numbers etc) and other documents for proof of statutory payments such as PF, ESI etc.</p>	Removed.
8	Page no.59-10 Payment Clause & Page no.65 - 16 th Point - Model form of Contract	100% of the total cost of ordered items will be paid by ELCOT on behalf of the Purchaser, after receipt of funds from the Purchaser, on receipt of proof of delivery of the ordered items to the Purchaser, after testing and fulfilling the technical specifications of the ordered items and on submission of an irrevocable Bank Guarantee for 5% of the cost of the ordered value valid for 40 months during the warranty period.	100% of the total cost of ordered items will be paid by ELCOT on behalf of the Purchaser, after receipt of funds from the Purchaser, on receipt of proof of delivery of the ordered items to the Purchaser, after testing and fulfilling the technical specifications of the ordered items and on submission of an irrevocable Bank Guarantee from schedule banks except Yes bank for 5% of the cost of the ordered value valid for 40 months during the warranty period.

Note: The above corrigendum is applicable to all other clauses, which contain the Respective terms in the tender document.

- SD/-

Managing Director