

CORRIGENDUM - 1

Tender Ref: ELCOT/ IT-INFRA /TNSWAN/HC/ OT- 33059 /Ethernet Modem/ 2017-18					
S.No	Page No	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	TO BE READ AS
1	14	3.1	General Instructions	New Clauses Added	h) Any vendor who is black listed in ELCOT will not be eligible to bid for Tender in ELCOT as per the conditions of black listing i) In case show case notice has been issued by ELCOT for poor performance then ELCOT reserves the right to disqualify the bid submitted by such vendor
2	18	4	Eligibility Criteria: Point 3 : Turn Over Criteria	Bidder should have an average Annual Turnover of Rs. 2 Crores and above in each of the last successive three Audited Financial years. (2016-17, 2015-16, 2014-15).	Bidder should have an average Annual Turnover of Rs. 2 Crores and above in the last successive three Audited Financial years. (2016-17, 2015-16, 2014-15 & 2013-14)
3	18&19	4	Eligibility Criteria: Point 5 Service Center	In case of bidder's service centre copies of the land-line telephone bills or rent agreement dated before 31/03/2017 should be submitted as a proof for availability of the service centres. In case of Franchisee Service centre, the bidder should submit a copy of the agreement entered between the Franchisee and the Bidder stating that the Franchisee is rendering the service for the bidder and the agreement should be valid as on 31/03/2017.	In case of bidder's service centre copies of the land-line telephone bills or rent agreement dated before 31/03/2017 should be submitted as a proof for availability of the service centres. In case of Franchisee Service centre, the bidder should submit a copy of the agreement entered between the Franchisee and the Bidder stating that the Franchisee is rendering the service for the bidder and the agreement should be valid as on 31/03/2017 OR AS ON THE DATE OF TECHNICAL BID OPENING.
4	19	4	Eligibility Criteria: Point 7 Submission of ISO Certificate	Bidder should have valid ISO 9001:2000 certification	Bidder should have valid ISO 9001:2000 certification / or latest

5	41	8	<p>Scope of Work, SLA & Responsibility Matrix</p> <p>1.Service Level Agreements 2.Penalty</p>	<p><u>Service Level Agreements</u> During the warranty period, the Successful Bidder agrees to arrange for a back up item of the ordered items at their cost, if due to manufacturing and other Technical defects of the ordered items, the system is down and if it is not restored in working condition within 48 hours.</p> <p><u>Penalty</u> The Successful Bidder shall be liable for a penalty for non-fulfillment of the tender conditions at 1% per week of breakdown period on the costs of only those machineries, which are non-functional. Moreover, if the Successful Bidder does not improve on the services after the levying of the aforesaid penalty, ELCOT reserves the right to the following. 1. Deny any further orders as part of this rate contract to the specified Network Integrator. To blacklist the Successful Bidder for a period of 3 years 2. To revoke all the Bank Guarantees submitted against the Security Deposit. 3. To with hold the balance 10% payment. 4. All equipment supplied by the Successful Bidder shall become the property of the Department to which the equipment has been supplied.</p>	<p><u>Service Level Agreements</u> During the warranty period, the Successful Bidder agrees to arrange for a back up item of the ordered items at their cost, if due to manufacturing and other Technical defects of the ordered items, the system is down and if it is not restored in working condition within 24 hours.</p> <p><u>Penalty</u> During the warranty period the Successful Bidder agrees to arrange for a back up item of the Ordered items at their cost, if due to manufacturing and other Technical defects of the Ordered items, the system is down and if it is not restored in working condition within 24 hours. Otherwise the Successful Bidder shall be liable for a penalty for non-fulfillment of the tender conditions as follows: 1. No Penalty if ordered items is replaced or made functional within 24 hours. 2. From 24 to 48 hours 2% the cost of non-functional ordered item. 3. 48 hours to One week another 2% the cost of non-functional ordered item. 4. 2% of every non-functional week with Maximum limit upto 10%.</p> <p>Moreover, if the Successful Bidder does not improve on the services after the levying of the aforesaid penalty, ELCOT reserves the right to the following. 1. Deny any further orders as part of this rate contract to the specified Network Integrator. To blacklist the Successful Bidder for a period of 3 years 2. To revoke all the Bank Guarantees submitted against the Security Deposit. 3. To with hold the balance 10% payment. 4. All equipment supplied by the Successful Bidder shall become the property of the Department to which the equipment has been supplied.</p>
6	47	9	<p>Payment Clause</p>	<p>a) No advance payment will be made. 90% payment will be released in normal course of action after completion of the Supply, installation and commissioning and after successful completion of the Acceptance Test of Network / Link and certification of the same by ELCOT against each LOI / work order. b) If work could not be completed due to Circumstances beyond the control of the bidder, then 70% payment will be paid on proof of delivery to the consignee along with CUSTOMER SIGNED SITE NOT READY REPORT. Remaining 20% of the basic cost of the ordered items will be released after successful completion of the Acceptance Test of Network / Link and certification of the same by ELCOT against each LOI / work order. c) The balance 10% will be released to the supplier after completion of 3 years warranty period. If the supplier submits an irrevocable bank guarantee for 10% of the cost of the ordered value valid for 39 months during the warranty period same will be released after observing the formalities stipulated.</p>	<p>a) No advance payment will be made. 85% payment will be released in normal course of action after completion of the Supply, installation and commissioning and after successful completion of the Acceptance Test of Network / Link and certification of the same by ELCOT against each LOI / work order. 5% shall be released on submission of an irrevocable bank guarantee for 5% of the cost of the ordered value valid for 39 months. b) Remaining 10% shall be retained towards Performance of vendor for warranty period of 36 months. Penalty amount if any will be adjusted in the payment due to the Successful Bidder. c) If work could not be completed due to Circumstances beyond the control of the bidder, then 70% payment will be paid on proof of delivery to the consignee along with CUSTOMER SIGNED SITE NOT READY REPORT. Remaining 15% of the basic cost of the ordered items will be released after successful completion of the Acceptance Test of Network / Link and certification of the same by ELCOT against each LOI / work order.</p>

7	59	6	AGREEMENT PAYMENT TERMS	<p>a) No advance payment will be made. 90% payment will be released in normal course of action after completion of the Supply, installation and commissioning and after successful completion of the Acceptance Test of Network / Link and certification of the same by ELCOT against each LOI / work order.</p> <p>b) If work could not be completed due to Circumstances beyond the control of the bidder, then 70% payment will be paid on proof of delivery to the consignee along with CUSTOMER SIGNED SITE NOT READY REPORT. Remaining 20% of the basic cost of the ordered items will be released after successful completion of the Acceptance Test of Network / Link and certification of the same by ELCOT against each LOI / work order.</p> <p>c) The balance 10% will be released to the supplier after completion of 3 years warranty period. If the supplier submits an irrevocable bank guarantee for 10% of the cost of the ordered value valid for 39 months during the warranty period same will be released after observing the formalities stipulated.</p>	<p>a) No advance payment will be made. 85% payment will be released in normal course of action after completion of the Supply, installation and commissioning and after successful completion of the Acceptance Test of Network / Link and certification of the same by ELCOT against each LOI / work order. 5% shall be released on submission of an irrevocable bank guarantee for 5% of the cost of the ordered value valid for 39 months.</p> <p>b) Remaining 10% shall be retained towards Performance of vendor for warranty period of 36 months. Penalty amount if any will be adjusted in the payment due to the Successful Bidder.</p> <p>c) If work could not be completed due to Circumstances beyond the control of the bidder, then 70% payment will be paid on proof of delivery to the consignee along with CUSTOMER SIGNED SITE NOT READY REPORT. Remaining 15% of the basic cost of the ordered items will be released after successful completion of the Acceptance Test of Network / Link and certification of the same by ELCOT against each LOI / work order.</p>
8	56	5b	WARRANTY AND AMC	<p>b. During the warranty period the Successful Bidder agrees to arrange for a back up item of the Ordered items at their cost, if due to manufacturing and other Technical defects of the Ordered items, the system is down and if it is not restored in working condition within 48 hours. Otherwise the Successful Bidder shall be liable for a penalty for non-fulfillment of the tender conditions at 1% per week of breakdown period on the costs of only those machineries, which are non-functional.</p>	<p>b. During the warranty period the Successful Bidder agrees to arrange for a back up item of the Ordered items at their cost, if due to manufacturing and other Technical defects of the Ordered items, the system is down and if it is not restored in working condition within 24 hours. Otherwise the Successful Bidder shall be liable for a penalty for non-fulfillment of the tender conditions as follows:</p> <ol style="list-style-type: none"> 1. No Penalty if ordered items is replaced or made functional within 24 hours. 2. From 24 to 48 hours 2% the cost of non-functional ordered item. 3. 48 hours to One week another 2% the cost of non-functional ordered item. 4. 2% of every non-functional week with Maximum limit upto 10%.

9	64	13	AGREEMENT	<p>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. 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>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>It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.</p> <p>The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.</p> <p>The venue of the arbitration shall be Chennai and language English.</p> <p>The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.</p> <p>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.</p> <p>Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.</p>	<p>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. 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>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>It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.</p> <p>The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.</p> <p>The venue of the arbitration shall be Chennai and language English.</p> <p>The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.</p> <p>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.</p>
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10	66	ANNEX URE B	<u>Service Level Agreement.</u> During the warranty period, the Successful Bidder agrees to arrange for a back up item of the ordered items at their cost, if due to manufacturing and other Technical defects of the ordered items, the system is down and if it is not restored in working condition within 48 hours. <u>Penalty.</u> The Successful Bidder shall be liable for a penalty for non-fulfillment of the tender conditions at 1% per week of breakdown period on the costs of only those machineries, which are non-functional. Moreover, if the Successful Bidder does not improve on the services after the levying of the aforesaid penalty, ELCOT reserves the right to the following. <u>Service Level Agreement.</u> 1. Deny any further orders as part of this rate contract to the specified Network Integrator. To blacklist the Successful Bidder for a period of 3 years 2. To revoke all the Bank Guarantees submitted against the Security Deposit. 3. To with hold the balance 10% payment. 4. All equipment supplied by the Successful Bidder shall become the property of the Department to which the equipment has been supplied.	<u>Service Level Agreements</u> During the warranty period, the Successful Bidder agrees to arrange for a back up item of the ordered items at their cost, if due to manufacturing and other Technical defects of the ordered items, the system is down and if it is not restored in working condition within 24 hours. <u>Penalty</u> During the warranty period the Successful Bidder agrees to arrange for a back up item of the Ordered items at their cost, if due to manufacturing and other Technical defects of the Ordered items, the system is down and if it is not restored in working condition within 24 hours. Otherwise the Successful Bidder shall be liable for a penalty for non-fulfillment of the tender conditions as follows: 1. No Penalty if ordered items is replaced or made functional within 24 hours. 2. From 24 to 48 hours 2% the cost of non-functional ordered item. 3. 48 hours to One week another 2% the cost of non-functional ordered item. 4. 2% of every non-functional week with Maximum limit upto 10%. Moreover, if the Successful Bidder does not improve on the services after the levying of the aforesaid penalty, ELCOT reserves the right to the following. 1. Deny any further orders as part of this rate contract to the specified Network Integrator. To blacklist the Successful Bidder for a period of 3 years 2. To revoke all the Bank Guarantees submitted against the Security Deposit. 3. To with hold the balance 10% payment. 4. All equipment supplied by the Successful Bidder shall become the property of the Department to which the equipment has been supplied.	
11	89		ROUTING/ BRIDGING/ CONVERTER FEATURES	5) LINE PROTECTION for DSL Interface. Should comply to ITU K.20/K.21 using a combination of PTC, GDT & Sidactor. It should be as module based & not on board	5) LINE PROTECTION for DSL Interface. Should comply to ITU K.20/K.21 using a combination of PTC, GDT & Sidactor. It should be as module based OR EXTERNAL & not on board
12	89		ROUTING/ BRIDGING/ CONVERTER FEATURES	Nil	8. TEC Approval: The TEC certificate should clearly specify approval for the modem.

Note* The above Corrigendum 1 with Bidder's Signature & Stamp (All the Pages) , shall be submitted along with Technical bid.