

**Tender Ref.: ELCOT/Proc /OT/ 33092/Voice Sim (4G/3G) with Data /2017-18**



**Electronics Corporation of Tamil Nadu Limited**

**Rate Contract Tender**

**Supply, installation and  
commissioning of Voice Sim  
(4G/3G) with Data**

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ELCOT/Proc /OT/ 33092/Voice Sim (4G/3G)  
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**Corrigendum No 2 to  
Tender Document**

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The following Corrigendum to the Tender Document is hereby issued.

Sl.No.	Page No. and Clause	Title of the Clause	Existing	To be read as
1	Page No. 34, Point No. 8.13	Execution of Work	A penalty of <b>0.5%</b> per day on the undelivered portion of the material to the maximum of 10% of the contract value will be levied at the rate specified in the Agreement Format for non-fulfilment of delivery schedule subject to the force Majeure conditions.	A penalty of <b>0.25%</b> per day on the undelivered portion of the material to the maximum of 10% of the contract value will be levied at the rate specified in the Agreement Format for non-fulfilment of delivery schedule subject to the force Majeure conditions.
2	Page No. 46,	Appendix-1 Model Form of Contract	Whereas, ELCOT had floated a Rate Contract Tender vide Tender No. ELCOT/PROC/OT/33092/Voice SIM with Data/2017-18 for the supply, installation and commissioning of 3G / 4G SIM and for Providing Annual Subscription for Voice and Data / Internet Services for 1/2/3 years and the Successful <b><u>Tenderer</u></b> has been selected as one of the suppliers in the Tender and ELCOT as per the following terms and conditions:-	Whereas, ELCOT had floated a Rate Contract Tender vide Tender No. ELCOT/PROC/OT/33092/Voice SIM with Data/2017-18 for the supply, installation and commissioning of 3G / 4G SIM and for Providing Annual Subscription for Voice and Data / Internet Services for 1/2/3 years and the Successful <b><u>Bidder</u></b> has been selected as one of the suppliers in the Tender and ELCOT as per the following terms and conditions:-
3	Page No. 47,	Appendix-1 Model Form of Contract – Point no.3	The Successful Bidder agrees to supply, install and commission the Bill of Material detailed in ELCOT Tender <b>ELCOT/PROC/OT /33092/Voice SIM with Data/2017-18</b> after carrying out successfully all tests prescribed by the Purchaser(s) at an unit price plus applicable Taxes	The Successful Bidder agrees to supply, install and commission the Bill of Material detailed in ELCOT Tender <b>ELCOT/PROC/OT / 33092/Voice SIM with Data/2017-18</b> after carrying out successfully all tests prescribed by the Purchaser(s) at an unit price

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			as enclosed in Annexure to this <b>Agreement</b> to the Purchaser(s) before the specified date. The price offered is firm and is not subject to enhancement on any ground.	plus applicable Taxes as enclosed in Annexure to this <b>Contract</b> to the Purchaser(s) before the specified date. The price offered is firm and is not subject to enhancement on any ground.
4	Page No.15, Point No.3.8 and Page No.54	Appendix-1 Model Form of Contract – Point no.26 – Arbitration	In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the Chairman and 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 alone only shall have jurisdiction in the matter.	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. 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. 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. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive

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				<p>and binding on the parties. The venue of the arbitration shall be Chennai and language English. The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties. 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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