

CENTRAL ELECTRONICS LIMITED
MATERIALS MANAGEMENT DIVISION

Date: 17.11.2020

Corrigendum-I

Sub: - Corrigendum for Expression of Interest (EOI) for Promoting & expanding business in the field of Smart City & its Solutions by engaging/empanelling Master System Integrator (MSI) and Solution providers for Smart City Solutions/works.

Ref: - CEL RFE Number: C-2(b)/EOI/0500/0355/2020 dated 16.10.2020

The details of Corrigendum as given below:

1. The above referred EOI will be kept perpetually open EOI.
2. Addition of business area like Cyber Security, Artificial Intelligence & Cloud Computing in the current existing business areas of the EOI.
3. **Extension of empanelment:** As stipulated by CEL, after the period of expiry, the arrangement can be extended on mutual consent for a further period of one year or up to the period till new empanelment comes in force. However this option can be exercised only by CEL.
4. **Penalty for no Business Generation:** The party must generate a minimum business volume of Rs 50 Lakhs in a year (365 Days from the date of signing the agreement); otherwise a penalty of Rs. 50,000 (Rupees Fifty Thousand only) will be imposed on MA which will be deducted from the security deposit and the party will be automatically de-empanelled at the end of the year (i.e. after 365 Days from the date of signing the agreement).
5. Any violations of any terms and conditions mentioned in the EOI, will lead to termination of the contract with the Agency and, forfeiture of the security amount and may lead to blacklisting of the agency for future works. However, the termination of the agreement will not absolve successful bidder of its liabilities which may have arisen prior to the termination. Further, CEL shall have the right to get the remaining work executed through a third party at the risk and cost of successful bidder. This shall be at the sole discretion of CEL.
6. **Indemnity:** Further, by submitting this empanelment application, the agency indemnifies CEL for any of the consequences arising out of non-availability of any of the requisite permissions / licenses / any other statutory permission whatsoever required to carry out this assignment. Also by submitting this form, the agency indemnifies CEL for any of the consequences arising out of non-compliance of any of the conditions laid by the statute for agency or their representatives / officials in carrying out this assignment. The empanelled Agency/company shall indemnify CEL of any infringement of third party rights be they under the Patents Act or the Intellectual Property Rights.
7. **Right to cancel the contract:**

CEL at their option, without prejudice to their rights, here under, may cancel the agreement at any time by giving 30 days simple written notice in case the Agency/Company does not comply with its obligations under this contract and more especially in case any of the following circumstances occur.

 - a) Unjustified interruption of services.
 - b) Errors, negligence, not complying the PO/agreement criteria or other similar circumstances attributable to the Agency/ company.
8. **Additional Information:** During the evaluation of empanelment, CEL may, at its discretion, ask the agency for a clarification / additional information. The request for clarification / additional information and the response shall be in writing. If the response to the clarification/ additional information is not received by CEL before the expiration

- of the deadline prescribed in the written request for clarification, CEL reserves the right to make its own reasonable assumptions at the total risk and cost of the applicant. As also, the agency is required to update CEL on any developments which may affect the evaluation. During the period of empanelment if the name of the Agency/company (or its division) has undergone a change due to acquisition, amalgamation etc., the Agency/company shall inform CEL. In such cases, all the obligations under the contract with CEL should be passed on for compliance to the new company or division.
9. The person signing the tender or any other document (s) forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind such other person or the firm, as the case may be in such matter pertaining to the contract. If, on enquiry, it is found that the person concerned has no such authority, CEL, may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.
10. **Refund of Security Deposit (SD):** Security Deposit submitted by SSP will be refunded (interest free) either after the
- Empanelment Period is over
 - In case of Penalty (Ref: Penalty for no Business Generation)
 - Or when requested by the SSP for de-empanelment
 - When CEL is de-empanelling SSP due to disciplinary.
- SD refund will be subject to Clause No. 4 of this Corrigendum i.e. as per Penalty for no Business Generation.

11. Eligibility Criteria: (Annexure-01 of EOI) : Addition of clause as bellow

S L No.	Eligibility Criteria	Document To be submitted
11	Section A of General Eligibility Criteria : There should be no case pending with the police against the proprietor/firm/partner or the company (Agency).	The Company/Firm/Agency should give such an undertaking with their bid.
12	Section D of Financial Eligibility Criteria: ITR Copy of the last 3 financial years prior to the last dates of bid submission.	Duly Signed and Stamped Copy of last 03 Financial Year
6	Section C, Clause 6 of Technical Eligibility Criteria 19. Cyber Security 20. Artificial Intelligence 21. Cloud Computing	As mentioned in the EOI documents

12. Rest all other terms & conditions of this EOI will remain unchanged.

All other terms and conditions will remain unchanged.

For CENTRAL ELECTRONICS LIMITED
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ASSISTANT GENERAL MANAGER
MATERIALS MANAGEMENT DIVISION