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Ref: Amendment 1/BLDC Fan/IIT Madras

Assistant Registrar (Project Purchase)

Date: 10.07.2015

1. Reference tender No. ELE/ASHO/001/2015, “**DC powered Brushless Direct Current (BLDC) fan operating at 48V DC and controlled by a specified remote**”, dated 03 Jul 2015.
2. The following amendments are made.
 - a. Para 4.2 of “Instructions to Bidder”: The paragraph be reconstructed as under.

“Estimated budget value including transportation, taxes etc. is Rs 15.00 crores. Financial bid should be accompanied by Earnest Money Deposit (EMD) for 2 % of total quoted value of the tender in the form of Demand Draft drawn in the name of “Registrar, Indian Institute of Technology, Madras”, or a Bank Guarantee for the same amount.”

- b. Existing Para 6 of “Other Terms and Conditions”, be replaced with the following:

“6.a. Settlement of Disputes:

Any dispute, controversy or claim arising out of or in connection with this Tender including any question regarding its existence, validity, breach or termination, shall in the first instance be attempted to be resolved amicably by both the Parties. If attempts for such amicable resolution fails or no decision is reached within 30 days whichever is earlier, then such disputes shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Unless the Parties agree on a sole arbitrator, within 30 days from the receipt of a written request by one Party from the other Party to so agree, the arbitral panel shall comprise of three arbitrators. In that event, the bidder will nominate one arbitrator and the Project Coordinator of IITM shall nominate one arbitrator. The Dean IC&SR will nominate the Presiding Arbitrator of the arbitral tribunal. The arbitration proceedings shall be carried out in English language. The cost of arbitration and fees of the arbitrator(s) shall be shared equally by the Parties. The seat of arbitration shall be at IC&SR IIT Madras, Chennai.

6.b. The Applicable Law:

This Tender shall be construed, interpreted and governed by the Laws of India, Court at Chennai shall have exclusive jurisdiction subject to the arbitration clause.”