NAME OF THE PARTY:

LIMITED TENDER

<u>PREAMBLE OF TENDER:-</u> Electronics Corporation of Tamil Nadu Limited (ELCOT), a wholly owned Government of Tamil Nadu Undertaking. For internal requirement towards purchase of Tanker water at ELCOT, Perungudi, ELCOT is floating the Limited Tender to select a tanker water vendor.

1) SHORT TITLE USED IN THE TENDER DOCUMENT:

- A) Bidder: Bidder means the party who makes a formal offer in pursuance of the tender floated.
- **B)** Successful Bidder: Successful Bidder means the Bidder who becomes Successful through the tender process.
- C) Day: A Day means a Calendar Day.
- **D)** Contractor / Purchaser: Contractor / Purchaser means the end user for whom the Contractor / procurement is indented through the tender.

2) TENDER SCHEDULE:

a)	TENDER NO.	ELCOT/PDI/HR/LT/Tanker water/33808/2024-2025	
b)	Type of Tender	LIMITED TENDER – Single part bid	
c)	Tendered Items	Supply of tanker water for the period 2024-2025 at ELCOT, Perungudi .	
d)	Due Date & Time for Submission of Tender	19.07.2024 @ 03.00 P.M	
e)	OPENING DATE & TIME	19.07.2024 @ 04.00 P.M	

Please find enclosed herewith the tender schedule for supply of Tanker water for period 2024-2025 at ELCOT, Perungudi.

You are requested to come and inspect the site before sending your offer at any time between 10.30 A.M. and 5.00 P.M. in all working days.

1. PRE- QUALIFICATION REQUIREMENTS:

- 1. The successful tenderer will supply about **10 to 20 loads** (Approx) of Tanker water per Month (12000 Liters per load) for ELCOT office located at No.2, Developed Plots, Industrial Estate, Perungudi, Chennai 96.
- 2. The tenderer shall have previous experience **3 years** in similar nature of supply of tanker water.
- 3. The tenderer shall have own tanker lorry capacity of 12000 Liters or 24000 Liters.

2. TERMS & CONDITIONS:

- 1. The quality of water should be consistently good (TDS should be less than 500 mg/L) and free from impurities & salt.
- 2. If required, the water samples will be taken for testing by Govt. recognized laboratories at the cost of tenderer cost. No payment shall be made if water is found unsuitable for human consumption in that case ELCOT reserve the right to terminate the contract.
- 3. Tenderer shall furnish the details of list of Customer addresses, name of contact person and telephone numbers (Details of the company).
- 4. The tenderer who quote the lowest price with other acceptable parameters as per tender document requirement alone will be considering for evaluation.
- 5.The Contract is valid for a period of one year and shall stand automatically terminated on expiry of this period unless otherwise extended by ELCOT management in writing. The contract may be extended / renewed for further period on the same terms and conditions if mutually agreed upon by both parties.
- 6. The charges mutually agreed upon for the services to be provided are valid up to the contract period and no increase will be entertained by ELCOT during the contract period.

3. SECURITY DEPOSIT:

The Successful tenderer should deposit an amount of Rs.10,000/- (Rupees Ten Thousand only) by way of DD (Demand Draft) in favour of **Electronics Corporation of Tamil Nadu Limited** as Security deposit before issuing work order by ELCOT. The Security deposit carries no interest and will be refunded on satisfactory completion of the contract period of 2024-2025 (i.e.) One year.

4. RATE:

The rate shall be kept firm for entire contract period (i.e one year) and inclusive of all local taxes royalties etc. and no extra charges whatsoever shall be entertained by ELCOT on account of these, as well as driver's batta, vehicle hiring and diesel.

5. PAYMENT TERMS:

- 1. The Successful tenderer shall maintain a delivery chellan and have the actual quantity noted at the time of supply by a responsible official of the corporation.
- 2. The bill supported by the delivery challans shall be submitted to ELCOT once in a month. Accordingly, the payment will be paid by ELCOT.
- 3. Income tax and TDS as applicable as per I.T Act, 1961 and any other taxes if any will be deducted from the bills.
- 4. The delivery of the water supply shall be made on need basis without damage to the existing structures, wall, gate, manhole, road, sump and light posts and other facilities. Any damage caused has to be rectified at tenderers cost.
- 5. The price quoted should be valid for a period **90 days** from the date of submission of quotes.

6. SUBMISSION OF TENDER:

- 1) Tender should be placed in a sealed cover superscribed "Tender for supply of Tanker water for period 2024-2025 at ELCOT, Perungudi. Ref. ELCOT/PDI/HR/LT/Tanker water/33808/2024-2025 due on 19.07.2024" shall be addressed to **The General Manager (HR)**, ELCOT, New No.2, Industrial estate, Perungudi, Chennai-96 should reach this office on or before **19.07.2024** at 3.00 P.M. The tender will be opened on the same day at 4.00 P.M.
- 2) The Tender document (Page No: **1 to 7**) should be submitted and must sign and affix his seal in every page of tender document.
- 3) The tenderer should fill the Details of the company and Price bid of the tender schedule.
- 4) Any vendor who is black listed will not be eligible to bid for Tenders in ELCOT as per the conditions of blacklisting.
- 5) In case show cause Notice has been issued by ELCOT for poor performance then ELCOT reserves the right to disqualify the bid submitted by such vendor.
- 6) This price bid should be submitted in the letter head and rates are to be filled and enclosed in the original tender document along with sign and seal of the tenderer.

7. TERMINATION OF CONTRACT

1.1 Termination for default

- a) ELCOT may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the successful Bidder, terminate the contract in whole or part,
- (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by ELCOT; or

- (ii) if the Successful Bidder fails to perform any of the obligation(s)under the contract; or
- (iii) if the Successful Bidder, in the judgement of ELCOT, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

b)In the event of ELCOT terminating the Contract in whole or in part, ELCOT may procure the goods and services upon terms and in such manner as deems appropriate at the risk and cost of the defaulting Supplier and such supplier shall be liable to ELCOT for any additional costs for such goods and services. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

1.2 TERMINATION FOR INSOLVENCY

ELCOT may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ELCOT.

1.3 TERMINATION FOR CONVENIENCE

ELCOT may by written notice with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ELCOT's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

1.4 ARBITRATION

DISPUTE AND JURISDICTION

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.

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.

8. COMPLIANCE WITH STATUTORY REQUIREMENTS:

You have to comply with the Contract Labour Act (Regulation and Abolition act), Payment of wages Act, Minimum wages Act, Employees State Insurance Act, Employees Provident Fund and Miscellaneous Provisions Act, Fatal Accident Act and other applicable Labour laws and Regulations in force from time to time.

ELCOT reserve the right to reject any / all the tenders without assigning any reasons whatsoever.

9. AWARD OF CONTRACT:

The contract shall be awarded to the L1 bidder as per the final negotiated rate. The L1 bidder will be decided based on the grant total amount at Price Bid. L1 / rates and terms and conditions will be negotiated for better rates and terms. L1 bidder will be awarded the contract as per the Tender Transparency Act and ELCOT reserves the right to award the contract to more than one bidder in the event of L2 and other eligible bidders accept to match the final negotiated rates and terms. ELCOT's decision will be final in this regard.

Enclo:

- 1. Details of the Company
- 2. Price Bid of Tender Schedule.

DETAILS OF THE COMPANY

SI.No	DESCRIPTION	Details to be filled by the tenderer
1.	Name of the Tenderer	
2 a.	Address	
b.	Contact Person with phone Nos	
3.	The applicant company is Private Ltd / Public Ltd / Partnership / Proprietary	
4.	Present Clients Name with Contact Nos	
5.	GST No.	
6	Permanent Account Number (PAN)	
7 a.	Bankers Name & Address	
b.	Bank Account Number	

This price bid should be submitted in the letter head and rates are to be filled and enclosed in the original tender document along with sign and seal of the tenderer

PRICE BID

ELCOT/PDI/HR/LT/Tanker water/33808/2024-2025

From:	Date:
To, General Manager (HR)	
ELCOT, No.2, Industrial Estate, Developed Plots, Perungudi, Chennai – 96.	

Ref: ELCOT/PDI/HR/LT/Tanker water/33808/2024-2025

Sir,

With reference to the above tender, we here by submit our price bid for the supply Tanker water to ELCOT, Perungudi premises.

SI No	Description	Qty	Amount in Rs.(Rate inclusive of all taxes and Toll charges
			and other charges if any)
1.	Supply of tanker water to ELCOT, Perungudi, Chennai-96.	1 Load	
	Note Quality of water should be consistently good and free from impurities and salt (TDS should be less than 500 mg/L)	(Capacity: 12000 Liters / per load)	

We undertake to abide by the terms and conditions specified in the tender cited.

Yours faithfully,

SIGN & SEAL OF THE TENDERER