

NAME OF THE PARTY:

PREAMBLE OF TENDER:- Electronics Corporation of Tamil Nadu Limited (ELCOT), a wholly owned Government of Tamil Nadu Undertaking. For internal requirement towards Garden maintenance work by engaging 1 labour (1 Male) for watering to the plants and existing corean grass, pruning of plants & shrubs, shifting of potted plants, replacing of plant from old place to new place, Fountain cleaning (Building II), mowing of lawns, periodical replacements of dead plants for the period 2024-2025 at ELCOT, Perungudi, ELCOT is floating the Limited Tender to select a Garden maintenance contractor.

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/IT-Infra/Garden Maintenance work/ 33810 / 2024-25
b)	Type of Tender	LIMITED TENDER – Single part bid
c)	Tendered Items	Garden Maintenance work at ELCOT, Perungudi.
d)	Due Date & Time for Submission of Tender	26.07.2024 @ 03.00 P.M
e)	OPENING DATE & TIME	26.07.2024 @ 04.00 P.M

Please find enclosed herewith the tender schedule for Garden maintenance work by engaging 1 labour (1 Male) for watering to the plants and existing corean grass, pruning of plants & shrubs, shifting of potted plants, replacing of plant from old place to new place, Fountain cleaning (Building II), mowing of lawns, periodical replacements of dead plants for the period 2024-2025 at ELCOT, Perungudi

Sign and seal of the tenderer

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

1. PRE- QUALIFICATION REQUIREMENTS :

1. The tenderer shall have previous experience 3 years in similar nature of Garden maintenance work
2. The tenderer shall have owner office in chennai.

2. SCOPE OF WORK :

1. Watering to the plants and existing corean grass, pruning of plants & shrubs, shifting of potted plants, replacing of plant from old place to new place, fountain cleaning (Building II), mowing of lawns (Using Lawn mower) periodical replacements of dead plants at ELCOT, Perungudi.
2. Garden maintenance included day to day work, such as watering of lawns, shrubs, hedges, foliage, flowering plants, general cleaning and removal of weeds. Trimming of hedges, 3. Fountain cleaning shall be done as when required.
4. The successful tenderer is responsible for the death of plants or any other damages to the pots etc. due to negligence or careless and shall replace them immediately at their cost or the new plant will be planted and the associated cost will be deducted from the claim of the vendor.
5. Water and Electricity will be provided free of cost by ELCOT.
6. ELCOT will provide garden tools and equipments viz (a) lawn mower (b) hose pipes (c) insecticide sprayers and (d) sprinklers only. The other garden tools and equipments shall have to be provided by the tenderer.
7. Instead of grass, the Chrysogonum virginianum, Lily plants and Canna Lily saplings will be grown from old plants and replaced
8. Minor defects in the lawn mower and other tools provided by ELCOT have to be rectified by the successful tenderer and major repair will be done by ELCOT.
9. The successful tenderer shall ensure that proper check is made by them in all activities assigned to them on daily basis. Any lapse, a penalty will be imposed @ Rs.100 per day.

10. The successful tenderer is responsible for the up-keep of the garden and greenery in a pleasant and perfect condition throughout the year (2024-2025) under ELCOT supervision.

11. The successful tenderer shall check all the plants on daily basis

12. Total Garden area at ELCOT, Perungudi is stated below. (Approx)

All-round Building –III

Front Side-1 - 62 Sq.M
Front Side-2 - 45 Sq.M

All- round Building I & II and Building –II

Inside the Building II - 175 Sq.M
East Side - 164 Sq.M
North Side -1 - 88 Sq.M
North Side-2 - 137 Sq.M
Near DG for building I&II - 56 Sq.M
Near fuel tank for DG for Building I &II - 29 Sq.M
Building I - Front lawn - 488 Sq.M

Total area (Approx) = 1,244 M² (13,385 Sq.Ft).

3. DEPLOYMENT OF LABOURERS:

1. The successful tenderer at their own cost shall arrange for one fulltime labor to complete the work entrusted to them as per the tender.(may be removed)

2.The successful tenderer shall deploy one number of fully qualified / thoroughly trained, competent work force (i.e) (Male - 1No.) not below the age of eighteen not above 58 years at the tenderer's own cost to ensure that the services rendered by them and the responsibilities and obligations undertaken by them are carried out to the full satisfaction of the ELCOT authorities.

3. The successful tenderer shall be responsible for settlement of any claims / dues in case of its employees sustaining injury or incur damages or any losses either to persons or properties occurring at ELCOT premises.

4. The successful tenderer shall ensure that their employee shall be clean, healthy and without any communicable and contagious diseases.

5. Relief manpower in the case of absence of the assigned person for the service shall be arranged by the successful tenderer at no extra cost. The work should be done by the successful tenderer without any delay.

4. EARNEST MONEY DEPOSIT (EMD)

a) The tenderer should submit the EMD amount of **Rs.2000/- (Rupees Two Thousand only)** by way of crossed Demand Draft drawn in Favour of Electronics Corporation of Tamil Nadu Limited payable at Chennai or RTGS to ELCOT bank account as detailed below. The Demand draft should be deposited physically at ELCOT before the date and time of opening of the tender. The EMD in the form of Bank guarantee is not acceptable.

Bank Details: SBI Saidapet , Account Number: 10610747091, IFSC Code :SBIN 0000912

- b) The Earnest Money Deposit of the unsuccessful tenders will be returned after the acceptance of the successful tender, at the expense of the tenderers within a reasonable time consistent with the rules and regulations in this behalf. The above Earnest Money Deposit held by ELCOT till it is returned to the unsuccessful tenderers will not earn any interest therefor.
- c) Earnest Money Deposit amount of the successful tenderer will be returned only after the successful completion of the Annual Maintenance contract.
- d) The tender received with out Earnest Money Deposit will be summarily rejected.

5. SECURITY DEPOSIT (SD):

The second month or first month payment (whichever the highest amount) will be kept as security Deposit and the same will be refunded at the end of the contract period.

6. ATTENDANCE & WORKING HOURS :

- 1.The Labour engaged by the successful tenderer should be present at 9.00 a.m and for available till 5.00 pm etc. to get the attendance marked in the concerned department.
2. The successful tenderer shall supply labourer on all working days except Sundays, National holidays notified by ELCOT.
- 3. All labourers shall be covered under ESI & PF, Workman's compensation Act and other applicable labour laws prevailing now. All statutory obligations and labour laws should be observed by successful tenderer.**
- 4. 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.
5. 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.

7. PAYMENT CONDITIONS :

- 1) Payment bill in triplicate along with certificate by the officer concerned for the work done subject to the following.
- 2) The labour payment will be made on monthly basis on verifying the attendance kept in the security office as per the contractor payment structure on verifying (a) payment to the labour (b) PF (c) ESI .
- 3) The labour payment will be made on monthly basis on submission of before month and after month photos along with the respective monthly bill.
- 4) TAX:** Income tax, TDS and other taxes as applicable will be deducted as per the prevailing rate on the value of the work done, while releasing the payment.
- 5) PF, ESI & GST remitted challans should be submitted along with every monthly bill.**

Sign and seal of the tenderer

8) SECURITY DEPOSIT: Payment will be made from the second month and the first month payment (whichever the highest amount) will be kept as security Deposit and the same will be refunded at the end of the contract period.

9) TERMINATION OF CONTRACT :

If the work is not satisfactory (or) any deficiency in services any lapses in plant protection are found (or) for any inadequate supply of manure, pesticide the contract will be terminated by giving one month's notice to the tenderer. Loss if any, due to unsatisfactory performance will be recovered from the tenderer's payment.

10) PENALTY CHARGES :

- 1) Penalty deduction of 5% of the work done will be made for work specified in various clauses.
- 2) There is no employer – employee relationship between ELCOT and the tenderer's employees in any way whatsoever and the successful tenderer has to carry out their business as an independent agency
- 3) The privity of the contract exists between ELCOT and the successful tenderer only and the successful tenderer is not authorized to sub – contract this work to any other third party.

11) SUBMISSION OF TENDER :

- 1) Tender should be placed in a sealed cover superscribed "Tender for Garden Maintenance work at ELCOT, Perungudi" shall be addressed to " The General Manager (HR), ELCOT, New No.2, Industrial estate, Perungudi, Chennai-96' should reach this office on or before **26. 07.2024** at 3.00 P.M. The tender will be opened on the same day.
- 2) The Tender document (Page No: 1 to 9) should be submitted along with covering letter of the tenderer and must sign and affix his seal in every page of tender document. The price bid should be submitted in the letter head of the tenderer.
- 3) The tenderer should fill the Part-A (Details of the company) and Part-B (Price bid) of the tender schedule.
- 4) The tenderer should be submitting the previous experience in similar nature of work.
- 5) ELCOT reserves the right to reject any / all the tenders without assigning any reason whatsoever.
- 6) The tenderer who quote the lowest price with other acceptable parameters as per tender document requirement alone will be considering for evaluation.
- 7) The tenderer must sign and affix his seal in every page of the tender document and also submit the original tender document (page no.1 to 9) to the above address within due date.

12. 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 judgment 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.

13 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.

14. 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.

TENDER SCHEDULE
(PART- A) DETAILS OF THE COMPANY

Sl. No	DESCRIPTION	Details to be filled by the tenderer
1.	Name of the Tenderer	
2	Registered office Address	
a.		
b.	Contact Person with phone Nos & mail id	
3	Service Experience	
4	<u>Previous Work order details :</u>	
a.	Name and Address	
b.	Contact person with phone numbers	
c.	Details of work executed	
d.	Value of the Work order	
5	No. of employees working	
6	PF/ EPF Nos.	
7	ESI No	
8	GST No	
9.	Permanent Account Number (PAN)	
10	Bankers Name & Address	
a.		
b.	Bank Account Number	

This price bid format shall be copied / typed 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.

TENDER SCHEDULE
(PART- B) PRICE BID

NAME OF THE WORK : GARDEN MAINTENANCE WORK AT ELCOT, PERUNGUDI

Sl .N o.	Description of item	Unit (A)	Qty (B)	Rate per day in Rs. (C)	Amount in Rs. D = B * C
1	Garden maintenance work by engaging 1 labour (1 Male) for watering to the plants and existing corean grass, pruning of plants & shrubs, shifting of potted plants, replacing of plant from old place to new place, fountain cleaning (Building II), mowing of lawns, periodical replacements of dead plants Total area Approx - 1244 M ² (13,385 Sq.ft)				
2	Supply of Gardner having working of 8 hours duty per day (26 days) Sub Total	Days	26		
3				GST 18% on Sub total	
4				Total Per Month (Sub Total + GST)	
5				Total Per year (Per month total amount * 12)	

(Amount In Rupess

Sign and seal of the tenderer