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**E-TENDERING**

**TENDER DOCUMENT**

**REF. NO. S05/PPCL/SE/EE(M)P/SAFETY/2017-18,**

**DT. 10.01.2018**

e - Tender is invited on behalf of the Puducherry Power Corporation Limited, Project Office, T. R. Pattinam, Karaikal, Pin 609 606 for Providing Fire Protection Personnel on round the clock basis for the period of one year to M/s. PPCL premises located at T.R. Pattinam, Karaikal as detailed in the Tender Document and Tenders to be uploaded in the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in) using Digital Signature Certificate (DSC).

**QUALIFICATION REQUIREMENTS SHOULD BE FULFILLED AS PER THE [CLAUSE 1.3.0.](#)**

**SUPERINTENDING ENGINEER**

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Fire Protection Personnel contract at PPCL Site, T. R. Pattinam, Karaikal – 2018-19.

**e-TENDER FORM ON ANNUAL CONTRACT FOR PROVIDING FIRE PROTECTION  
PERSONNEL- 2018-19**

**SECTION - A**

e - Tender is invited on behalf of the Puducherry Power Corporation Limited, Project Office, T. R. Pattinam, Karaikal, Pin 609 606 for Providing Fire Protection Personnel on round the clock basis for the period of one year to M/s. PPCL premises located at T.R. Pattinam, Karaikal as detailed in the Tender Document and Tenders to be uploaded in the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in) using Digital Signature Certificate (DSC).

**QUALIFICATION REQUIREMENTS SHOULD BE FULFILLED AS PER THE [CLAUSE 1.3.0.](#)**

**1.1.0 General Terms & Conditions:-**

**1.1.1 E-Tender is invited on behalf of Puducherry Power Corporation Limited by the Superintending Engineer, up to the due date from all intending tenderer (s) proposal for PROVIDING FIRE PROTECTION PERSONNEL for a period of one year, beginning from the date of placement of order for 32.5 MW capacity Gas based combined cycle power plant, located at T.R. Pattinam in the Karaikal region, Union Territory of Puducherry **as per the requirement and Pre-Qualification detailed below.****

**1.1.2 The period of contract is for ONE YEAR (365 days) commencing from the date of placement of the work order.**

**1.1.3 " PPCL " reserves the right to itself to accept any bid or reject any or all bids or cancel/ withdraw invitation to Bid without assigning any reason for such decision. Such decision by "PPCL" shall bear no liability of any kind whatsoever, consequent upon such a decision.**

**1.1.4. "Contractor shall mean the bidder / Tenderers whose bid shall be accepted by the PPCL for the award of the works and shall include such successful bidder's legal representatives, successors and permitted assigns.**

**1.1.5. PPCL reserves the right to assess the capability and capacity of the bidder by asking further documents.**

**1.1.6. The following categories of Fire Protection Personnel should be deployed for 365 days.**

**Requirement :-**

**i) Fire Safety Officer - 1 No. on General shift duly 9 hours duty basis.**

**ii) Fire Guards - 6 Nos. on 8 hour's duty basis, for 3 shifts.**

**Per shift 02 Fire Guards.**

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**(Per day = 3 shifts = 06 nos. of Fire Guards) along with 01 No. of Fire Safety Officer in General Shift. Total number of Fire Protection Personnel= 07Nos)**

**1.1.7 PRE-QUALIFICATION DOCUMENTS THAT ARE UPLOADED IN THE WEBSITE WILL ONLY BE CONSIDERED FOR EVALUATION.**

**1.1.8. No documents are required before the date of opening of Tender.**

1.1.9. In case of any dispute the place of arbitrational jurisdiction will be either Puducherry or Karaikal.

1.1.10. Important Note: FAX, TELEGRAPH, TELEX & Postal quotations will not be considered.

1.1.11. If the opening date happens to be a holiday same will be opened on the next working day.

1.1.12. **Deviations:** Deviations from any standard clauses should be clearly pointed out. Clauses not so commented upon shall be taken as agreed by the tenderer and will be binding on him.

**1.2.0 CONTRACTOR TO INFORM HIMSELF FULLY:**

1.2.1. The contractor shall be deemed to have carefully examined all contract documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the Tender document, he shall, before signing the bidding document set forth the particulars thereto and submit them to the PPCL in writing, in triplicate, in order that such doubt may be removed. The PPCL will provide such clarifications as may be necessary, in writing to the contractor. Any information otherwise obtained from the PPCL or the Engineer shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the contract.

1.2.2. To participate in the tender through the e- tendering Mode, Fire Security Firms have to be obtain Digital signature Certificate (DSC) through which they can register in the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in) and uploaded their offer. For list of authorized certifying authorities for issuing digital signature in India, please refer website [www.cca.gov.in](http://www.cca.gov.in)

1.2.3 (i) In case you need any training for registering and uploading of offer in the website / clarifications in the tender, you are requested to contact as in Telephone no: 04368 233060 in working hours from 09:00 am to 05:00pm on all working days.

(ii) the contractor can download and submit the tenders only through on line from the web site. The contractor shall not approach the office of the Superintending Engineer for receiving the tender document. The Tender document cannot be sold in the Office of The Superintending Engineer.

**1.2.4 Parties who are interested to participate in the tender are to be uploaded their offer in the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in)**

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### 1.3.0 QUALIFYING REQUIREMENTS

1.3.1 Pre- Qualification of the firm: The e-tenders will not be considered for eligibility without the following documentary proof as Pre- Qualification documentary proof & the same to be uploaded in the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in)

i). The firm should have 2 years Experience consecutively and exclusively in providing fire protection personnel on contract basis in the last five Years to any industry /production unit or to any Govt. Undertaking Unit. They should submit documentary evidence such as work orders OR award of contract OR Contract agreement with specifically mentioned period / duration period of fire security contract. Parties not having the above Experience will not be considered for tendering process.

**Or**

In case if the bidder had taken the same contract PREVIOUSLY at PPCL, the copy of the Work Order or agreement copy may be uploaded, that will be considered as the Pre-Qualifying Requirements.

ii) EPF& ESI code numbers.

iii) Income Tax PAN Certificates.

iv) GST registration certificate.

v) Scanned copy of EMD Charges @ Rs. 25000/-

**or**

Scanned copy of MSME/ PSUs/ NSIC & SSI Certificates for EMD exemption purpose.

### 1.4.0 REJECTION OF BID:

i) Non Submission / not uploading of Document regarding the necessary Qualification Requirement of Tender (Clause 1.3.0) in the required cover in the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in).

ii) If Price bid, BOQ is not in the prescribed format.

iii) If Bid Security is not paid or paid lesser than the prescribed amount (Rs.25,000/-) through DD/BC/BG. Or Non - submission of EMD exemption certificate. (MSME/SSI/NSIC/PSU certificate).

iv) Misrepresentation in the Bid proposal or any other supporting document.

v) Revision of quoted rates, will lead to forfeiture of EMD and non-consideration of the bidder in further tendering process.

vi) Pre-qualification submitted by bidder, is not as per the tender requirement.

vii) Bid proposal submitted by fax/ telegram/ e-mail and any documents / bids received before tender opening date will be rejected.

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**1.5.0 TENDER FEE & EARNEST MONEY DEPOSIT (EMD) -BID SECURITY:**

**1.5.1.** Bid Documents can also be downloaded from the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in)

**1.5.2** A Bid Security, for an amount of **Rs.25,000/- (Rupees Twenty Five Thousand only)** as fixed value by way of Demand Draft / Banker's Cheque / Bank Guarantee (As per Annexure B Attached), payable to the Superintending Engineer, PPCL, T.R. Patinam, Karaikal and payable at Karaikal only should be submitted. The **originals of the Demand Draft / Banker's Cheque / Bank Guarantee** should be sent by post/ courier/hand-receipt and the same to be addressed to

**“The Superintending Engineer,  
Puducherry Power Corporation Limited (PPCL),  
Project Office, T.R. Pattinam,  
Karaikal – 609606”.**

**And reach PPCL on or before opening the Tender. Further to the above, a SCANNED COPY of the above DD/BC/BG, shall be uploaded along with the e-bid.**

**1.5.3** Parties registered with **MSME / PSUs/ NSIC/ SSI &** are exempted for submitting EMD/SD. However copies of supporting documents / certificates should be uploaded along with the bid.

1.5.4. Scanned copy of EMD challan and tender document fee challan along with pre qualification documents for fire security personnel tender is to be uploaded in the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in)

1.5.5. The Bid Security of all the Bidders except that of the successful bidder will be returned without any interest by the PPCL after the acceptance of Award of the work order by the successful bidder.

1.5.6. The EMD of the successful bidder will be retained by the corporation and will be returned to the tenderer on receipt of the performance bank guarantee/ Demand draft after the award of contract. Bank Guarantee should be valid for the total contract period of one year with the claim period of 60 days. It is to be noted that if performance of the successful tenderer is found not satisfactory, the contract will be cancelled with one - month notice.

**1.5.7. If any of the tenderer withdraw his tender before expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the PPCL, without prejudice to any other right or remedy be at liberty to will forfeit 100% of earnest money deposit absolutely. In case of forfeiture of earnest money deposit, the tenderer shall not be allowed to participate in the retendering process of the work.**

**1.6.0 SUBMISSION OF BID:**

1.6.1. The e- Bid proposal consists of **Two covers** and should be uploaded in the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in) in TWO covers as detailed below.

Cover - 1 : i) Pre-Qualification Documents.

Cover - 2 : i) Financial Bid.

**Cover - 1**

- i) The scanned Documents for Qualifying requirements as per the Tender Document Clause 1.3.0 in the tender document,
- ii) Scanned copy of EMD -DD/BC/B.G or exemption certificate (MSME/ PSUs/ NSIC/SSI),
- iii) Scanned copy of acceptance of terms and conditions,
- iv) **Other documents regarding Commercial terms and conditions.**

All the above scanned Documents should be uploaded in the website [www.pudutenders.gov.in](http://www.pudutenders.gov.in).

**PRE-QUALIFICATION DOCUMENTS THAT ARE UPLOADED IN THE WEBSITE WILL ONLY BE CONSIDERED FOR EVALUATION.**

**Cover- 2. Financial Bid :**

a). **PRICE : Rate to be quoted in BOQ TEMPLATE ONLY as given in the website.** BOQ should not be modified or replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and the Values only.

b) **The Basic Rate in Rupees to be quoted in BOQ for each category separately on daily basis. The quoted value inclusive of all charges in the monthly bill viz Reliever charges, weekly off charges, service charges, GST, including the contributions to ESI and EPF (Both Employees and Employer charges) etc, applicable other charges, thereby the total amount arrived is inclusive of all charges, if any should be clearly mentioned as whether inclusive or exclusive. If not mentioned, it will be presumed that the rate quoted is inclusive of all taxes and other charges. The rate quoted should be firm for 365 days. The lower bidder shall be considered on lumpsum basis. No upward revision will be entertained, failing which the contract shall be cancelled.**

c) **Rate should be quoted separately for the Sl. No. 1& 2 in the BOQ enclosed but the L1 position will be considered for the total quoted amount for the entire scope of work. The lower bidder shall be considered on Lump sum basis.**

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1.6.2 Bid proposal submitted by fax/ telegram/ e-mail and any documents / bids received before tender opening date will be rejected.

1.6.3 The uploaded covers 1 & 2 of the tender containing scanned copy of tender fee, bid security and price bid of the offer will be opened in the presence of the bidders / authorized representatives of the bidders on the date of bid opening.

#### **1.7.0 PRICE :**

**1.7.1. Total price quoted by the Contractor in the bid, additions and deletions as may be agreed and incorporated in the letter of award, for the entire contract of Fire Protection Personnel shall be treated as the total price.**

**1.7.2 The above price shall be firm for one year from the date of LOI as agreed between the PPCL and the contractor.**

**1.7.3 The Basic Rate in Rupees to be quoted in BOQ for each category separately on daily basis. The quoted value inclusive of all charges in the monthly bill viz Reliever charges, weekly off charges, service charges, GST, including the contributions to ESI and EPF (Both Employees and Employer charges) etc, applicable other charges, thereby the total amount arrived is inclusive of all charges, if any should be clearly mentioned as whether inclusive or exclusive. If not mentioned, it will be presumed that the rate quoted is inclusive of all taxes and other charges. The rate quoted should be firm for 365 days. The lower bidder shall be considered on lumpsum basis. No upward revision will be entertained, failing which the contract shall be cancelled.**

**1.7.4 The rate quoted shall be firm for the entire contract period, whatever is the implication of the Government / local Authority & etc., from time to time. The rate quoted should be for ONE DAY of 8 Hours duty for each category of Fire Protection Personnel as mentioned in the clause 1.1.6. of the Tender document.**

1.7.5 The price bid should be in the uploaded BOQ format; otherwise the tender will be rejected.

1.7.6 The total rate is inclusive of ESI & EPF contributions, GST as applicable for this work. The contractor is instructed to pay tax / rates as per the GST rules to the concerned department.

1.7.7. The contractor has to comply with the sections in **CHAPTER VI OF GST ACT.**

#### **1.8.0 VALIDITY OF THE BID:**

1.8.1 The Bid should be kept valid for acceptance for a **for a period of at least 120 (One twenty days) days from the date of opening of the bid. In case any bidder quotes a lower validity period than that called for, their offer shall be rejected.**

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**1.9.0 INSURANCE:**

1.9.1 The contractor at his cost shall arrange, secure and maintain all insurances the manpower engaged during the contract and as may be pertinent to the work.

1.9.2. All costs on account of insurance liabilities covered under the contract, will be to the Contractor's account and will be included in Price.

**1.10.0 VERIFICATION**

1.10.1 The PPCL reserves the right to contact and verify Bidder's information, references and data submitted in the e-bid proposal without further reference to the Bidders.

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## SECTION -B

### GENERAL INSTRUCTION TO BIDDERS

#### 2.1.0 PAYMENT

2.1.1. The monthly bill shall be submitted for the actual duty performed i.e. working days of the respective calendar month viz 30/31/28 days for each category of security personnel in respective months along with **paid challans in respect of EPF and ESI**. An undertaking should be given to the extent that the employees deployed by the firm are covered and remittance towards EPF & ESI in their independent code nos. in respect of the individuals deployed at PPCL, are included in the paid challans (Which is furnished to the PPCL). And Copy of ESI - Form 6- Register of Employees shall be furnished every month. Further monthly attendance Register and Monthly wage register shall also be furnished. Payment will be made by the PPCL provided all the statutory requirements are fulfilled.

2.1.2. The contractor should ensure that the workers to be employed by them are paid the minimum wages prescribed by the Central / State Government from time to time as per relevant statutes.

2.1.3. The above payments are to be made by the contractor at his cost and it shall be the sole responsibility of the contractor to cover his workers under these provisions and no extra payment whatsoever would be made in this regard.

2.1.4 Payment will be released to the contractor within **thirty days** from the date of submissions of Bill/invoice through A/C Payee Demand draft / **local cheque** only. Income tax, ESI/ EPF and other taxes wherever applicable will be deducted from payments.

- a) Payment is subject to the certification of Engineer-in-Charge for the satisfactory performance.
- b) Payment is subject to submission of ESI & EPF compliance.
- c) Contractor should remit the ESI and EPF amount for their employees according to the wage register as per the statutory provisions of ESI and EPF act and same should be submitted along with relevant documents by the contractor at the time of payment.
- d) The contractor should give the breakup details in their Bill/invoice like Wages paid to their employees, amount paid for safety equipments, tools and tackles, ESI & EPF contribution , GST, etc, for effecting payment.
- e) Payment is subject to Income tax Rules and WCT and TDS if applicable.
- f) Payment is subject to the production of Performance Bank Guarantee @ 10% (as in the clause 6.0) of the total value on receipt of LOI and prior to awarding the contract.

Application for payment in the standard format with the following documents after completing the supply of the manpower should submit the following documents for payment.

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- # Invoice (3 copies),
  - # Advance Stamped receipt (1 copy),
  - # Documents regarding ESI & EPF compliances as demanded by concerned section.

**2.1.5 Successful bidder should submit the Annual Contract Agreement after the placement of work order and before the start of work.**

2.1.6. The contractor during the period of contract shall submit the acknowledged copies of the statutory returns by the EPF office and ESI Local office, in respect of the personnel deployed at PPCL T.R. Pattinam shall also be furnished as under;

- a) Nominal Role / Performed Duty for each month.
- b) Register of Wages (with wage details - monthly)
- c) Register of Attendance
- d) For EPF- Monthly-Paid online Challan.
- e) Employee's Provident Fund Organisation - Electronic Challan cum Return (ECR) copy.
- f) For ESI - Monthly-Paid online Challan.
- g) ESIC Monthly contribution details

2.1.5. To comply with statutory provisions of ESI and EPF Act.

2.1.6. All statutory laws relating to Factory to be complied with by the contractor.

2.1.7. The contractor should execute performance bank guarantee/ Demand draft drawn in Nationalized/Scheduled Bank, Karaikal against security Deposit equivalent to 10 % of the order value for period of 12 (Twelve) months from the date of work order and to be submitted before the first month bill. The D.D amount will not bear any interest.

2.1.8. 100 % payment for the 1<sup>st</sup> month will be made on submission of a unconditional Bank Guarantee/Demand Draft drawn in Nationalized/Scheduled Bank, Karaikal towards security deposit of 10 % of the order value and other compliance of other statutory provisions viz. EPF, ESI, payments of wages etc. the claim period for the Performance Bank Guarantee shall be up to 60 days after the completion of the contract period. The Performa of the bank guarantee for security deposit is enclosed as **ANNEXURE**. If the performance of the successful tender is not satisfactory, the Performance Bank Guarantee/ Demand Draft will be forfeited.

2.1.9. For the subsequent months (2<sup>nd</sup> month to 12<sup>th</sup> month) **Payment terms is, 100% payment will be made within 30 days from the date of receipt of your invoice after completion of work satisfactorily and approval of Engineer-in-charge and after submission of EPF/ESI, etc. documents. Otherwise 80% payment will be made after completion of work satisfactorily and approval of Engineer-in-charge and the balance 20% payment will be made after submission of necessary EPF, ESI, etc. documents.**

2.1.10. As per the latest G O, G.O Ref. No. 100/ CIF&B/A6/2016, Dt. 28.11.2016, **"All the Contractors should make the payment to their workmen only through Bank Account" is to be followed. Proof for the same to be given for claiming payment.**

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2.1.11. The monthly bill shall be submitted for the actual duty performed that is working days of the respective calendar month viz, 28/30/31 days by each category of fire security personnel in respective months along with copies of paid challans in respect of EPF and ESI contribution. An undertaking to the extent that the fire security personnel deployed by the firm are covered and remittance towards EPF & ESI in respect of the individuals deployed at PPCL are included in the paid challans (which are furnished to the PPCL).

2.1.12. Payment will be made by the PPCL provided all the statutory requirements are fulfilled. The payment is subject to all taxes as applicable. The total value amount will be made after submitting the bill and after ESI and EPF statement submitted of remittance.

**2.1.13. The payment of the first month will be made only after successful submission of Performance Bank Guarantee as per annexure /Demand Draft to be drawn from nationalized Bank against Security deposit equivalent to 10% of the total order value / contract value for a period of one year with additional claim period of 60 days.**

2.1.14. During the contract period in case any emergency condition on the requirement of the PPCL, the Firm shall supply additional Fire Protection Personnel immediately with the existing rates, terms and conditions.

2.1.15. The contractor should execute performance bank guarantee/ Demand draft drawn in Nationalized/Scheduled Bank, Karaikal against security Deposit equivalent to 10 % of the order value for period of 12 (Twelve) months from the date of work order and to be submitted before the first month bill. The D.D amount will not bear any interest.

2.1.16. In exceptional circumstances, the PURCHASER may solicit the bidder's consent to an extension of the period of the validity. The request and response thereto shall be made in writing (including fax or e-mail).

2.1.17. The successful tenderer should make an Agreement Deed with this Corporation, for the terms and conditions to be followed during the contract period.

2.1.18. In case of any dispute the place of arbitral jurisdiction will be either Puducherry or Karaikal.

2.1.19. The Payment will be made at actual no. of days of the month for provision of fire fighting personnel at actual.

2.1.20. Payment is subject to deduction of Income Tax Act at the applicable rate at the time of payment.

2.1.21. PAN and GST Registration number shall invariably be mentioned in every monthly bill.

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2.1.22. Provision of fire fighting personnel contract comes under GST. Present rate of GST is 18%.

2.1.23. **Bills in triplicate along with advance stamped receipt should be sent to the undersigned for effecting payment.**

#### **2.2.0. LANGUAGE OF THE BID:**

All information in the bid proposal shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify the bid proposal.

#### **2.3.0 DURATION**

The total duration of the contract shall be for a period of one year from the period of placement of order or on mutual discussion between the Contractor and the PPCL.

#### **2.4.0 TERMINATION OF CONTRACT:**

2.4.1 If the Corporation considers that performance of contractor, is unsatisfactory of the work during the period of the contract, the authorized person reserves the right to terminate the contact by giving one month notice along with the Security Deposit PBG will be forfeited and get the remaining work completed through the other agencies at the risk and cost of the security contractor. After award of contract within a reasonable time Contractor should submit Labour License from Karaikal district/Union Territory of Puducherry. PPCL also reserves the right to terminate the contact without assigning any reasons whatsoever and the SD - PBG will be forfeited.

2.4.2. Fire Security Officer and Fire guards will be responsible for safe keeping all items handed over to them for safe custody. Any loss/damage/Pilferage of items under the custody of Fire Security officer/Fire Guards shall have to be replaced or the cost of items missing shall be recovered from the monthly bill of the contractor. Even after recovery, if still outstanding remains the Performance Bank Guarantee will be invoked to recover the remaining amount.

2.4.3. In case of any dispute the decision of the Competent Authority, Puducherry Power Corporation Limited, will be final.

**2.5.0. IMPOSITION OF PENALTY:-**

2.5.1 If any of the personnel employed by the contractor is found to be indulge in acts, subversive of discipline, the same will be brought to the knowledge of the contractor and he shall arrange for replacement of such personnel.

2.5.2 If the service is found to be unsatisfactory during the stipulated contract period and for any other reasons Superintending Engineer reserves the right to preclude the contract without assigning any reasons, what so ever.

2.5.3 PPCL has the right to impose at its discretion, penalty for any loss, monetary or otherwise towards to following one or more service deficiencies.

2.5.4 Not keeping the scheduled time commitments like the late arrival of the Fire Protection Personnel beyond the scheduled time, early going without proper intimation by leaving the post vacant without deploying Fire Security Personnel and without making proper prior alternate arrangement by providing reliever in case of weekly off/absent.

2.5.5 For not providing 07 numbers of Fire protection personnel per day as mentioned in the tender form and it should be ensured that there should not be any vacant and if any vacant arises, it should be engaged by deploying the required Fire protection Personnel compulsorily and immediately by the Fire Security Officer with the prior permission from their firm.

2.5.6 If the Fire Security Personnel deployed are not working properly or discharging the duties to the satisfaction of the management resulting in the loss of materials/damage or other event, proportionate amount will be deducted from the monthly charge of the firm.

2.5.7 For any other act that may lead to violations of Contract terms and Conditions. Fire Safety Officer and Fire Guards will be responsible for safe keeping all items handed over to them for safe custody. Any loss / damage/ pilferage of items under the custody of Fire safety officer / Fire Guards shall have to be replaced or the cost of items missing shall be recovered from the monthly bill of the Contractor. Even after recovery, if still outstanding remains the Performance Bank Guarantee will be invoked to recover the remaining amount.

2.5.8. In case of any dispute the decision of the Competent Authority, Puducherry Power Corporation Limited will be final.

2.5.9 The quantum of levy of penalty for the various omissions stated above will be Rs. 100/- per day at first occasion and Rs. 200/- per day on subsequent occasions during the period of contract and PPCL's decision will be final and binding the contractor.

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**2.6.0 STATORY REQUIREMENTS**

A) The statutory records pertaining to Contract Labour (Regulations and abolition act 1970), Employees state Insurance and Employees Provident Fund etc., should be maintained and sent to this office for the periodical verification and return. All statutory records to be maintained by the contractor and be readily available for verification / inspection at this plant only.

**B). Minimum wages for the fire fighting personnel's are to be paid as per the G.O Ms No. 3/Lab/AIL/G/05, Dt. 18.11.2014 of the Labour Department, Government of Puducherry. If any modification / amendment is made / received by / from the concerned statutory authorities, same shall be borne by the firm and it shall not be claimed from this corporation.**

C). Necessary labour license should be obtained from the labour officer (Enforcement) Karaikal for the personnel employed in PPCL under Contract labour (Regulation & Abolition) act 1970.

D). The Contractor must produce relevant and duly attested Photostat copies of documentary proof for having obtained license to provide Fire Protection to any kind of industry from the Home Department, Government of Puducherry or Government of Tamil Nadu.

E). All statutory payments, deductions whichever is applicable as per the statutory act viz, contract labour act, ESI act, EPF act and minimum wages act and all other statutory act / provision will be effected accordingly.

F). The firm shall furnish the acknowledged copies (from ESI office) of ESI - Form 6 (Half yearly returns) without fail on completion of each contributory period and copy of form 6 - Register of Employees shall be furnished every month.

G). Likewise office work EPF - Form 3A, Form 6A (Annual returns) in respect of the all the personnel deployed at PPCL, T.R. Pattinam shall also be furnished. Further monthly attendance register and monthly wage register shall also be furnished.

H).The Contribution to social security measures such as ESI,EPF etc., announced by the Government Gazette notification from time to time shall be followed strictly and ensure the remittances are sent to concerned authority within the due date.

**2.7.0. AMENDMENTS TO TENDER DOCUMENTS**

a) The OWNER / PURCHASER reserves the right to issue any revision, amendments, clarifications, etc to the specifications and documents to the Bidder. OWNER / PURCHASER will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

b) At any time prior to the deadline for submission of bids, the OWNER / PURCHASER may, for any reason, whether at its own initiative, or in response to a clarification requested by bidders, amend the bidding documents.

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c) The amendment will be notified in writing or by cable that have received the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment and it will be assumed that the information contained therein will have been taken into account by the bidder in its bid.

d) In order to give the bidder a reasonable time in which to take the amendment into account in preparing their bid, the OWNER / PURCHASER may, at its discretion, extend the deadline for the submission of bids.

#### **2.8.0. COMPARISON AND EVALUATION OF BIDS**

Post bid price revision is not allowed. However the L1 bidder will be allowed for a downward revision.

##### **2.8.1. Arithmetical errors will be rectified on the following basis:**

A) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of Bid Security will be forfeited.

B). The price based on the unit rates available in the contract shall accordingly be adjusted for the change in quantities as above. The unit rates, as identified in the bidding document shall further remain constant during the currency of the supply.

#### **2.9.0. CHANGES IN QUALIFICATION REQUIREMENTS**

The Purchaser reserves the right to effect changes in the qualification requirements of the Bidder(s) under this Tender Document at any time before the date of submission of the Bid Proposal. Any change will be notified in the website [www.pudutender.gov.in](http://www.pudutender.gov.in).

#### **2.10.0. FURTHER INFORMATION**

The Purchaser reserves the right to ask for any further information as it may be deemed necessary in its sole discretion to evaluate the Bid Proposal. Bidders who do not submit additional information or clarification sought by the Purchaser within one (1) week of the receipt of the Purchaser's letter requesting for such additional information and/or clarification will be evaluated based on the information furnished along with the Bid Proposal.

#### **2.11.0. ADVICE TO BIDDERS**

The Bidders are advised to study the Tender Document thoroughly and submit their Bid Proposals in accordance with the instructions contained herein and in conformity with the various conditions laid down in the Tender Document.

#### **2.12.0.. CONFIDENTIALITY**

All documents submitted by the Bidder(s) will be treated, as confidential but will not be returned to Bidder(s).

SECTION -C3.1.0. GENERAL TERMS & CONDITIONS:

3.1.1. The fire guards should know the local language with working knowledge in English.

3.1.2. The Fire Protection arrangements should be provided round the clock on all days in shifts and General shift including holidays for one year. **Vacant in any shifts under any circumstances is not allowed. Replacement of fire protection personnel should be arranged well in advance in case of any of the personnel falling of absent from work in all the three shifts and General Shifts.**

3.1.3 (i) The fire safety officer should be preferably a graduate in any discipline.

(ii) He should be physically and medically fit.

(iii) He should be trained in Industrial Fire Fighting, having knowledge of handling all kinds of fire fighting systems.

(iv) Knowledgeable in providing emergency first aid and should be having at least 5 years experience in the above activities.

(v) The firm has to ensure that the employees should have thorough knowledge on routine fire protection duties. Fireguards deployed shall be physically and medically fit and above the age of 21 years and below the age of 50 years and sound knowledgeable and experienced person in handling fire - fighting equipments. Further, **they should have been trained in providing emergency first aid and should have passed fire - fighting course conducted by reputed firm and in possession of its certificate kept valid throughout the contract period. The persons not producing the certificates will not be allowed to perform the duties. The FSO and Fire guard so should be medically fit.**

3.1.4. The fire safety Officer will be responsible for the fire guards deployed in shift and should monitor their activities regularly in all shifts. The fire Safety Officer will be responsible in carrying out all types of operations and minimum maintenance activities in the fire fighting system. He should be available in station for any emergency at any time and during leave one reliever FSO shall be arranged by the firm without fail. Failing which if the reliever of FSO happens to be fire guard, then the fire guard salary should be claimed in the monthly bill instead of FSO salary during that leave period.

3.1.5. The firm has to submit Photostat copies of documents pertaining to the experience and training of the Fire Safety Officer and Fire Guards individually before deploying them.

**3.1.6. If any of the tenderer withdraw his tender before expiry validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the department, then the PPCL, without prejudice to any other right or remedy be at liberty to will forfeit 100% (Hundred percent) of earnest money deposit absolutely. In case of forfeiture of earnest money deposit, the tenderer shall not be allowed to participate in the retendering process of the work.**

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3.1.7. The Fire Safety Officer should be a graduate degree in any discipline and should be physically and medically fit. He should be trained in Industrial Fire Fighting and having knowledge of handling all kinds of fire fighting systems. Knowledgeable in providing emergency first aid and should be having at least 5 years experience in the above activities. He will be responsible for the fire guards deployed in shift and should monitor their activities regularly in all shifts. He will be responsible in carrying out all types operation and maintenance activities in the fire fighting system.

3.1.8. The FSO should be available in station for any emergency at any time and during leave of FSO, one reliever of same category shall be arranged by the firm without fail.

3.1.9 Failing which if the reliever of the FSO happens to be the Fire guard, then the fire guard salary should be claimed in the monthly bill for the particular days instead that of FSO.

3.1.10. Fireguards deployed shall be physically and medically fit and shall be above 21 and below the age of 40 years.

3.1.11. They should have sound knowledge and experience in handling fire-fighting equipments. They should have been trained in providing emergency first aid.

3.1.12. They should be well disciplined and able to handle challenging fire problems and also be reliable, honest, duty conscious and sincere.

3.1.13. They should have passed fire fighting course conducted by reputed firm and in possessions of its certificate.

3.1.14. They should work round the clock on all days of the week including holidays and public holidays. They should be relieved by relievers in the weekly off. No extra claim will be permissible for the weekly off.

3.1.15. The fire guards should be in their authorized uniform or working overalls during tenure of their duty.

3.1.16. The rain coats/ umbrella/ shoes /helmets in red colour to fire fighting personnel along with the personnel protective equipments shall be provided by the Contractor/firm with their own cost.

3.1.17. If the position of fire guard falls vacant, it should be filled up immediately to meet any exigencies.

3.1.18. The fire guards should know the local language with knowledge in English.

3.1.19. Any fire guards, who do not work to the satisfaction of the administration, shall be terminated and replaced immediately.

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3.1.20. Document pertaining to the proof of age, educational qualification, experience and training on the fire safety officer and fire guards individually before deployment should in variably be submitted at the time of taking over.

3.1.21. Fire Security Officer and Fire Guards will responsible for safe keeping all items handed over to them for safe custody. Any loss/damage/pilferage of items under the custody of Fire Security Officer/ Fire Guards shall have to be replaced or the cost of items missing shall be recovered from the monthly bill of the Contractor. Even after recovery, if still outstanding remains the Performance Bank Guarantee will be invoked to recover the remaining amount

3.1.22. The contractor shall effectively supervise to the check the performance of their staff viz, namely fire safety officer and fire guards.

3.1.23. The fire staff viz, fire safety officer and fire guards are employees of the contractor / firm only and they shall be governed by their terms of appointment. They will not joint any clients union.

3.1.24. The contract will be for a period of one year from 17.02.2017 to 16.02.2018.

3.1.25. The contract shall liable to be terminated by giving one month's prior notice, if any non-compliance to the terms and conditions stipulated in the letter awarding the contract or any other adverse remarks are noticed by the employer even well before the actual date of expiry of the contract..

3.1.26. Vacant on any day shall not be allowed.

3.1.27. An agreement deed shall be made with this corporation for the terms and conditions to be followed during the contract period.

3.1.28. During the contract period in case any emergency condition on the requirement of the PPCL, the Firm shall supply additional Fire Protection Personnel immediately with the existing rates, terms and conditions.

**3.1.29. General Conditions:**

- a) The contractor is responsible for all acts done either by him or by his servants or representatives.
- b) In case of all disputes it should clearly be understood that the decision of the Superintending Engineer, Puducherry Power Corporation Limited, Karaikal will be final.
- c) Any notice to the contractor shall be deemed to be efficiently served if it is given in writing by post to his usual address or latest known place of business.
- d) The Contract once awarded is not transferable.

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3.1.30. Quotations will not be considered through Postal, Fax, Telegraphic, Telex etc. (No offline submission).

3.1.31. The undersigned reserves the right to accept or reject any or all the quotations without assigning any reasons thereof.

**SUPERINTENDING ENGINEER**

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**ANNEXURE -A****SCOPE OF WORK**

The contractor should provide one fire safety officer in general shift and two fire guards per shift, whose **scope of work** shall include.

- A) Operation and Maintenance of Fire Fighting system which includes the fire Hydrant system, associated pumps, fire extinguishers and sprinkler system.
- B) Keeping a watch on the entire plant area for possible Fire Hazards and inform the Shift In-Charge and concerned Engineer of the Plant of the respective shift. In case of any maintenance work involving Gas, Chemicals, Welding, Cutting etc, is taking place; they should be available near the work place with fire fighting equipments and be vigilant.
- C) Taking immediate action to fight the fire, if any fire reported to any area.
- D) Ensuring that all the fire related equipments & their accessories are in good condition and available round the clock.
- E) Participating in any maintenance work taken in the Fire system, Fire extinguishers and related equipments by the Client/ Owner.
- F) Ensuring cleanliness of the fire fighting equipments, fire lines, etc, this includes painting and allied works of the system. The Fire Safety & Protection Personnel should report to the concerned Engineers and In-Charge of the Plant on every shift.

**SUPERINTENDING ENGINEER**

**ANNEXURE –B****Commercial Terms and Condition (Check List)****TO BE SIGNED, SCANNED & UPLOADED ALONG WITH THE BID**

Sl. No.	Details	Terms in Tender	Terms Accepted by the Party (Put ✓ mark if accepted)
1	EMD Amount Rs 25,000/- OR Exemption certificate	Paid as DD/BC/BG and scanned copies to be uploaded - originals should reach PPCL before date and time of Tender opening date or MSME/PSU/NSIC/SSI documents to be uploaded. (As per section A, Clause 1.5 & 1.6.	Uploaded / Not Uploaded
2	Pre-qualification Requirements as per tender document 1.3.0	As per Section-A, clause 1.3.0 in the tender document. The documents and credentials uploaded as scanned copies only will be considered.FAX/Hand-Receipt will not be accepted.	Uploaded / Not Uploaded
3	To comply with all applicable statutory rules and regulations	Refer Tender Document ( SECTION B, Clause 2.6)	Confirmed / Not Confirmed
4	Payment Terms	Refer Tender Document ( Section B – Clause - 2.1.0)	Accepted / Not Accepted
5	Bid Validity	120 days as per Section A – Clause 1.8.0 of the tender document	Accepted / Not Accepted
6	Acceptance of Scope of Work.	Refer Tender Document (Annexure - A)	Accepted / Not Accepted
7	Contract Performance Guarantee	Refer Tender Document (Annexure - E)	Accepted / Not Accepted
8	IMPOSITION OF PENALTY	Refer Tender Document ( Section B – Clause - 2.5.0)	Accepted / Not Accepted
9	Acceptance of all the terms and conditions of the enquiry	Refer Tender Document	Accepted / Not Accepted

NOTE : For the terms, which are not acceptable as per the tender, the Contractor may specify their terms and conditions in the techno - Commercial documents of their bid and upload.

**SIGNATURE OF THE BIDDER**

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**ANNEXURE -C**

**PROFORMA OF BANK GUARANTEE FOR BID SECURITY**

**Date :**  
**Guarantee No. :**

Name of the Contract \_\_\_\_\_

To:

**The Superintending Engineer**  
**Puducherry Power Corporation Ltd.,**  
**T.R.Pattinam,**  
**Karaikal - 609 606.**

WHEREAS \_\_\_\_\_(Name of Bidder) (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_(date of Bid) for the BID SECURITY for (hereinafter called "the Bid") Providing Fire Protection Personnel for a period of one year 2018-19.

KNOW ALL PERSONS by these present that WE \_\_\_\_\_(Name of Bank) of \_\_\_\_\_(address of Bank) (hereinafter called "the Bank"), are bound unto Puducherry Power Corporation Limited, (hereinafter called "the Purchaser") in the sum of bid amount for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid, or
2. If the bidder refuses to accept the arithmetical corrections made according to the preliminary evaluation of bids.
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - a) fails or refuses to accept the contract when required, or
  - b) fails or refuses to issue the performance Bank Guarantee for the above work in accordance with the Bidding documents.

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WE undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one, two or all the three of the above named CONDITIONS, specifying the occurred condition or conditions.

This guarantee will remain in full force up to 120 days and including 60 days after the period of Bid Validity, and any demand in respect thereof must reach the Bank not later than the above date.

This Bank Guarantee shall be revalidated as desired by the Purchaser at the instance of the Bidder.

For and behalf of the Bank

.....

(Signature)

in the capacity of

.....

Common seal of the Bank.

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**ANNEXURE - D**

**Letter of Authorization/Board Resolution/Power of Attorney for individual to sign on behalf of the Bidder**

To

**The Superintending Engineer**  
**Puducherry Power Corporation Ltd.,**  
**T.R.Pattinam,**  
**Karaikal - 609 606.**

Sir(s),

The Letter of Authorization/Board Resolution/Power of Attorney<sup>1</sup> in respect of the following, authorizing them to sign the Bid Proposal and negotiate and furnish information as and when called by purchaser, is enclosed herewith:

1.

2.

3.

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Signature of Authorised Signatory ...

Name of the Authorised Signatory...

Designation ...

Name of the Organization

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<sup>1</sup> Strike out whichever is not applicable.

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**ANNEXURE -E**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE**

This deed of guarantee made on this ..... day of ..... 2018 by ..... (Name & address of the bank) hereinafter called the bank to and in favour of Puducherry Power Corporation Limited, T.R.Pattinam, Karaikal-609 606 hereinafter called the Owner.

WHEREAS ..... (Name & address of Contractor) hereinafter called the Contractor have by virtue of the Work Order entered into with the Owner as per the LOI/Work Order No. .... Dated ..... agreed with the Owner to term to provide fire fighting personnel’s in accordance with terms and conditions of Work Order.

AND WHEREAS in accordance with ...../Safety/2017- 18/ ..... dated ..... The Contractor has to pay a sum of Rs...../-(..... only) as performance guarantee from a Nationalized / Scheduled Bank.

AND WHEREAS the Contractor has requested the Owner to accept bank guarantee in lieu of **Performance Guarantee for sum equivalent to ten percent (10%) of value of the Work order towards the Performance Guarantee of the mentioned in the Work Order.**

AND WHEREAS the bank has at the request of the Contractor agreed to guarantee the payment of the said sum in accordance with the terms and conditions indicated in the Work Order of the Owner for an amount of .....

In consideration of the above, the Bank hereby unconditionally guarantees and undertakes as a direct responsibility, to pay to the Owner on demand any and all money payable by the Contractor to the extent of Rs..... without any demure, reservation, recourse, contest or protest and/or without reference to the Contractor.

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NOW THIS DEED WITNESSES AS FOLLOWS:

In consideration of the Owner having agreed to accept the bank guarantee from a Nationalized/Scheduled Bank towards security deposit/warranty for a sum equivalent Rs.....

the Bank do hereby guarantee that if the Contractor fails to perform the work order in accordance with terms of work of the Work Order, the Bank shall pay forthwith merely on demand without any demur to the Owner such amount/amounts as the Bank may be called upon to pay by the Owner.

The bank also agrees that the Owner at its opinion shall be entitled to enforce this guarantee against the Bank as a principle debtor, in the first instance without proceeding against the Contractor, and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

This Bank Guarantee shall be revalidated automatically till the end of the Warranty period.

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said amount of sum Rs.....

PROVIDED further that the guarantee here under furnished should be released as soon as the Contractor has performed his part of the Work Order in accordance with the terms of the Work Order and the period of warranty.

The Bank further undertakes to indemnify the Owner against any loss or damage that may be caused or suffered by the Owner by reason of any breach of the terms and conditions in the said .....

The guarantee hereinabove contained shall remain in force till the terms and conditions of the Tender Document/Work Order have been fully and properly carried out by the said Contractor and in any case the guarantee shall not hold good after.

The bank further agrees with the Owner that the Owner shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions of the work order or to extend the time of contract provide fire protection personnel by the said Contractor for time to time or to postpone from time to time any of the powers exercisable by the Owner against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said work order and the Bank shall not be relieved of its liability by reason of any such variation, or of any forbearance, act or omission on the part of the Owner of any indulgence by the Owner to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for those provisions have effect of so relieving the Bank.

Any account settled between the Owner and the Contractor shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank:

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The expressions Bank Owner and Contractor herein before used shall be the conclusive evidence against the Bank for the amount due and shall not be questioned by the Bank.

The expressions Bank Owner and Contractor herein before used shall include their respective successor and assigns.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.....and this guarantee is valid up to **one year** and we shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within **TWO month** from the date of expiry of the guarantee i.e. on or before ..... Irrespective of whether or not the original guarantee returned to us.

This Bank Guarantee shall be revalidated as desired by the Owner at the instance of the Bidder.

For and behalf of the Bank

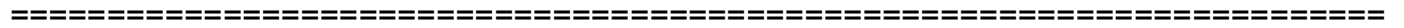
.....

(Signature)

in the capacity of

.....

Common seal of the Bank.



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