



PUDUCHERRY POWER CORPORATION LTD.,
(A GOVERNMENT OF PUDUCHERRY
UNDERTAKING)
T.R. PATTINAM - 609606, KARAIKAL.



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TENDER DOCUMENT

Ref. No: PPCL/SE/E.E(M)/Envt.Engg./CP142/2017-18

Dt. 02.01.2018

GENERAL INSTRUCTIONS TO BIDDERS (PRE-BID)

SECTION – 1.0

1.1.0 GENERAL INSTRUCTIONS

- 1.1.1 PPC Limited with its registered office at 10, Second Cross, Jawahar Nagar, Boomianpet, Puducherry – 605 005 (hereinafter referred to as “PPCL”), invites e-Bid Proposal for **Maintenance of Green Belt for a period of one year, beginning from the date of placement of order** for the existing 32.5 MW capacity Gas based combined cycle power plant, located at **T.R. Pattinam in the Karaikal region, Union Territory of Puducherry.**
- 1.1.2 “PPCL/Owner” shall mean the Puducherry Power Corporation Ltd (PPCL), T.R.Pattinam, Karaikal 609 606 India (Government of Puducherry Undertaking) and shall include their legal representatives, successors and assigns. The “PPCL” will receive bids for **Maintenance of Green Belt**. All bids shall be prepared and submitted in accordance with these instructions.
- 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 not be subject to question by any bidder and “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.

1.2.0 **CONTRACTOR TO INFORM HIMSELF FULLY:**

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.

To participate in the tender through the e-tendering mode, parties have to obtain Digital Signature Certificates (DSC) through which they can register in the website www.pudutenders.gov.in and upload their offer. For list of authorized certifying Authorities for issuing Digital Signatures in India, please refer the website www.cca.gov.in.

In case you need any training for registering & uploading of offer in the website/ clarification in the tender, you are requested to contact us (04368-233060) in the working hours from 09.00 AM to 5.00 PM on all working days.

Only the rates quoted in BOQ shall be taken for evaluation and the bidder shall be finalized based on the Bid amount, mentioned in BOQ only. Any rate revision/discount/addition/modification in price mentioned elsewhere in the Bid document shall not be considered and ONLY the Bid value mentioned in BOQ, shall be the quoted amount, of the Bidder.

1.3.0 **QUALIFYING REQUIREMENTS**

1.3.1 Qualifying Requirements for Maintenance of Green Belt:

The bidder should upload “A copy of the work order/contract/performance certificate, for one year maintenance of Green Belt/Garden Maintenance, in any firm/industry/societies/municipality/school/college/institution”.

NOTE

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

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

1.4.0 **BID SECURITY –EARNEST MONEY DEPOSIT (EMD)**

1.4.1 A Bid Security, for an amount of Rs.23,000/- (Rupees Twenty three thousand only) by way of DEMAND DRAFT/ Banker’s-Cheque/Bank Guarantee (as per Annexure B attached), payable to **The Managing Director , PPCL, Karaikal** and payable at Karaikal shall be submitted. The originals of the Demand-Draft / Banker’s-Cheque to be sent by post/courier/hand-receipt and to be addressed to The Managing Director, PPCL, T.R.Pattinam, Karaikal-609 606 **and reach PPCL before opening the bid** Further to the above, a SCANNED COPY of the above D.D., shall be uploaded along with the e-bid.

1.4.2 Parties registered with NSIC, SSI & PSUs are exempted for submitting EMD / SD. However copies of supporting Documents / Certificates should be uploaded along with Bid.

- 1.4.3 The Bid Security shall be made payable without any precondition to the PPCL.
- 1.4.4 Bidders shall not withdraw as a whole or in part, any clarification/confirmation given by them subsequent to submission of their bids. In the event of any such withdrawal, the PPCL shall have the right to en-cash or invoke the Bid Security. Any change in the Terms & Conditions originally submitted by the Bidder shall be considered as withdrawal of the Bid.
- 1.4.5 The Bid Security may be forfeited:
- a) If a Bidder revises or withdraws their Bid Proposal during the period of its validity specified by the PPCL; or
 - b) After the issue of the LOI/ Supply Order, if the Bidder fails to execute the Bank Guarantee within the specified period.
- 1.4.6 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.
- 1.4.7 Bid security of successful bidder will be returned to him after the receipt of Bank Guarantee. Bank Guarantee should be valid for the total contract period of one year with the claim period of 60 days.

1.5.0 **TENDER DOCUMENTS AND SUBMISSION OF BID**

1.5.1 The e-Bid proposal will be divided into two parts and should be **uploaded** in two separate folders named as below:

- i) Folder – 1: Containing scanned copies of D.D./Bankers Cheque/B.G for EMD or exemption copies, scanned copy of Pre-qualification requirements as per clause 1.3.0. & Scanned copy of acceptance of terms and conditions
- ii) Folder - 2 : Price Bid proposal in standard BOQ Format

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

1.5.3 The uploaded Folders 1 and 2 of the tender containing scanned copy of 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.

1.5.4 The PPCL reserves the right to reject any bid, which is not submitted according to the instructions stipulated above and no revised price bid will be acceptable.

1.6.0 **PRICE**

1.6.1 Total price quoted by the Contractor in his bid, additions and deletions as may be agreed and incorporated in the letter of award, for the entire contract of Maintenance of Green Belt shall be treated as the Total price.

1.6.2 The above price shall be firm for one year from the date of LOI as agreed between the PPCL and the Contractor

1.7.0 INSURANCE

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

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

1.8.0 TAXES, PERMITS & LICENCES

The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the PPCL or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income and property only. Indian taxes, duties and levies as per law, on transactions between the Contractor or his nominee/ assignee and the Purchaser shall be borne by the PPCL including any variation thereof due to enactment of new laws after the date of opening of bids.

1.9.0 VALIDITY OF THE BID

1.9.1 The bid should be kept valid for acceptance for a period of 120 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.

1.9.2 In exceptional circumstances, the PPCL 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).

1.10.0 **VERIFICATION**

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.

1.11.0 **DISQUALIFICATION OF BID PROPOSAL**

1.11.1 PPCL may adopt such criteria for disqualification of a Bidder as may consider appropriate. Such criteria may include, without limitation, the following:

- a) Failure by any Bidder(s) to provide all of the information required in the e - Bid Proposal or any additional information requested by the PPCL including any supporting document.
- b) Material inconsistencies in the information submitted like variable price , EMD in any form of cheque payment made, invalid EMD exemption certificate.
- c) Misrepresentations in the Bid Proposal or any supporting documentation;
- d) Non-payment of Bid Security and inadequate EMD amount.
- e) Revision of quoted rates, will lead to forfeiture of EMD, and non - consideration of the bidder in further tendering process.
- f). Pre-qualification submitted by bidder, is not as per tender requirement.

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GENERAL INSTRUCTIONS TO BIDDERS (POST-BID)**2.1.0 PERFORMANCE BANK GUARANTEE :**

- 2.1.1. When a tender is to be accepted, the Tenderers, whose tender is under consideration, on being given written intimation to him by the Superintending Engineer, Puducherry Power Corporation Limited, T.R.Pattinam for acceptance of that tender, shall execute Performance bank guarantee as per the enclosed format (Annexure C) of this document from Nationalized/Scheduled bank for the amount equivalent to **10 %** (Ten percent) of the total value quoted by the bidder inclusive of duties, taxes etc., valid for a period of one year with a claim period of two months after the expiry of the contract from the date of placement of order. Failure to submit the bank guarantee as defined above, will necessarily lead to forfeiture of the Earnest Money Deposit.
- 2.1.2 The bank Guarantee along with the contract agreement (format shall be provided during placement of LOI) shall be submitted within thirty days of placement of LOI. Upon receipt of the above, a formal supply order will be placed
- 2.1.3 The Performance bank guarantee shall be retained as Security Deposit for the due fulfillment of the contract period.
- 2.1.4 After furnishing of bank guarantee equivalent to **10 %** of the **total value** quoted by the bidder **inclusive** of duties, taxes etc., a Work order will be placed to the Contractor, which should be duly acknowledged with order Acceptance. Failure to submit the Order acceptance / Acknowledgement of the purchase order will be considered on part of the Contractor, as having accepted all terms and conditions of the Work order.

- 2.1.5 On complete fulfillment of the contract by the Contractor to the entire satisfaction of the Corporation, the Performance bank guarantee shall be returned within two months after successful completion of the contract period with a request letter or in case of failure the same would be invoked, if the contractor does not perform the work as per the Scope of work mentioned in the Annexure-A and also for Non-compliance of applicable statutory provisions.
- 2.1.7. Contract Performance Bank Guarantee will be invoked and contract will be cancelled, for the following cases.
- a) Abnormal Death of Plants due to Non-watering along with failure to replace the plant of same kind and age.
 - b) Non compliance of applicable statutory provisions.
 - c) Voluntary proven, misconduct of the contractor/supervisor/workers, with the staffs of PPCL
 - d) If LD deduction amount, for short supply of manpower, reaches an amount of Rs.10,000/- , then the work order will be cancelled and Bank Guarantee will be invoked.
 - e) Non compliance of terms and conditions of the work order and Contract Agreement.

2.2.0 RATES:

- 2.2.1. The period of contract is for one year.
- 2.2.2. The following categories of Garden Personnel should be deployed for one year.

Requirement:-

- 1. Male Supervisor cum workman – 1 No
- 2. Labor (male/female) – 7 nos.

2.2.3. The prices quoted by the bidder should be firm, for given scope of work (Annexure A) and in all aspects for and should include all taxes and duties, labour charges for Green Belt Maintenance and other charges shall not be subjected to escalation or variation on any account.

2.2.4. Rate shall be quoted separately for each category on per day basis, for 365 days, which shall be paid on monthly basis i.e. 31/30 days, for the actual labor engage. The rate shall be inclusive of all taxes, ESI & EPF, Contractors profit etc., The rate quoted should be firm for a period of one year. No upward revision will be entertained.

2.3.0 PAYMENT:

2.3.1 Application for payment in the standard format with the following documents after completing the work of Maintenance of Green Belt should submit the following documents for payment.

- ❖ Invoice (3 copies),
- ❖ Advance stamped receipt.
- ❖ Documents / Remittance Challans copies of EPF & ESI of worker employed for the corresponding month.
- ❖ Wage Register & Attendance Register for the corresponding month.

2.3.2 100% Payment for the Maintenance charges will be effect against the invoice raised for the work completed month.

2.3.3 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 personnel in respective months along with paid challans in respect of EPF and ESI. 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.

- 2.3.4. The contractor shall comply with all statutory provisions with regard to the persons engaged by him, such as Employees Provident fund act/W.C. Act/ ESI Act/ Minimum wages Act/ Contractor labour Act etc., during the period of contract. Completion of the contract, all the benefits due to the workers deployed by the contractor under various statutory provisions shall be paid by the contractor as per the norms from time to time in force.
- 2.3.5. The contractor should submit the attested copy of valid ESI and EPF registration certificate along with the bid. Otherwise the contractor should be required to submit an undertaking for deduction of ESI and EPF amounts and administrative charges as per the provisions of the Act from time to time in force for the workers who are proposed to be engaged in this Corporation on monthly basis within the due date i.e. for ESI – 15th of succeeding month and for EPF – 15th of succeeding month; the same will be remitted in the Code Numbers of PPCL pertaining to ESI & EPF.
- 2.3.6. 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.
- 2.3.7. While quoting the rates for the services to be rendered by him, the contractor shall take into consideration all statutory obligations including materials needed for Maintenance work.
- 2.3.8. Income tax and other taxes wherever applicable will be deducted from payments, as per the rule from time to time.
- 2.3.7. **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 Owner.

- 2.3.8. If any of the personnel employed by the contractor is found to indulge in acts, subversive of discipline, the same will be brought to the knowledge of the contractor and the contractor shall arrange for replacement of such personnel.
- 2.3.9. The contractor shall indemnify the company from all liabilities arising out of deployment of personnel by the contractor under various statutory provisions and other issues related thereto. Apart from the above all the mandatory requirement of statutory provisions to be fulfilled by the contractor itself from time to time in force in which no responsibility will be carried by PPCL.
- 2.3.10. If the services of the contractor is found to be unsatisfactory during the stipulated contract period and for any other reasons, Engineer-in-charge reserves the right to pre close the contract without assigning any reasons, whatsoever. However the contract will be terminated by giving one-month notice.
- 2.3.11. The rate quoted shall be firm and binding and shall be valid for a period of one year and no increase whatsoever nature shall be considered during the whole contract period.
- 2.3.12. The contractor shall furnish the list of persons to be deployed by him. He should not engage persons below 18 Years of age and above 60 years of age. Further the contractor shall adhere the following.
- (a) The rates to be quoted shall include all incidental expenses/ ESI, EPF act, Goods Service Tax, Margin of profit etc.,
 - (b) The company will not provide any transport/canteen facilities / other incidental expenses & allowances to the workers to be employed by the contractor and the contractor shall make necessary arrangement in this regard at his own cost.

- (c) The Engineer-in-charge shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

- (d) Without prejudice to any of the rights or remedies under this contract if the contractor is not able to execute the works due to unavoidable genuine reasons and beyond his control, the Engineer-in-charge on behalf of PPCL shall have the option of terminating the contractor without compensation to the contractor.

- (e) To comply with statutory provisions of ESI, EPF act, etc.,

- (f) During the period of contract, the tenderer shall submit the list of workers to be employed along with the copies of Nomination and declaration forms pertaining to ESI & EPF act etc.,

- (g) The contractor during the period of contract shall submit a statement duly signed by an authorized person wherein the details such as name, address, Individual, Insurance numbers for ESI and EPF. Deduction towards ESI & EPF for the Actual Number of Employees worked in this Corporation in a month, shall be made as under:

Deduction from Employee per head		* Contractor Contribution
EPF	12%	12%
ESI	1.75%	4.75%

For EPF, in addition to *12% the Contractor shall contribute on the Total wages only in a month for all the workers employed put together as 1.1% + 0.01% as per the provisions of EPF Act from time to time in force.

For ESI, the Employer Contribution shall be contributed on the Total Wages only in a month for all the workers employed put together as *4.75% as per the provisions of ESI Act from time to time in force.

- (h) The contractor during the period of contract shall submit the acknowledged copy of the statutory returns by the EPF Office and ESI Local Office as under: -

For EPF – Monthly – Paid online Challans with individual contribution details
Yearly - Form 3A and 6A.

For ESI – Monthly – Paid online Challans.

Half Yearly – Oct – Mar and Apr-Sep – Form 6 &7.

(Copy of Form 6 shall be the acknowledged copy of ESI Authorities)

- (i) The contractor during the period of contract shall maintain all statutory registers, forms, under ESI, EPF, contract labour and other acts applicable.
- (j) The contractor during the period of contract shall obtain ESI identity cards from ESI local office and it should be issued to the workers for the purpose of identity and allowing the workers to work in the factory premises of PPCL. Moreover the list of Forms should be submitted as per Contract Labour (Regulation & Abolition) Act 1970 & CL (R&A) central rules 1971 and to abide all the statutory provisions of other acts.
- (k) All statutory laws relating to Factory to be complied with by the tenderer.
- (l) The contractor is liable for damages, defects during contract period.
- (m) All the personal protection equipment required for working inside the factory is to be supplied by the contractor to his workers for safety precautions. Moreover the contractor should give instructions to all their employees about the safety precautionary measures.
- (n) The contractor shall comply with the minimum wages notification by the Government of Puducherry time to time. **At present the minimum wages is Rs. 176/ labour / day. (As per GO No.228/AIL/La/G/2017/1000 dt.23/8/17.**

2.3.13. After acceptance of Tender by the Competent Authority, a Letter of Indent (LOI) shall be placed on the lowest bidder. A model format of contract agreement shall be provided by PPCL along with LOI. The Contractor shall thereafter execute a contract Agreement, duly signed between PPCL and the party. Upon execution of Contract Agreement, and after submission of Performance Bank Guarantee, a formal supply order shall be placed.

2.3.14. The contractor is required to submit documents/challans towards proof of remittance towards ESI for the works engaged for this work along with every RA bill, failing which owner will deduct 10% of the amount of the contractor's bill and retained deposit will be refunded to the contractor only on production of relevant documents/challans.

2.3.15. The agencies should promptly deposit PF deduction of the eligible contract employees plus the employers contribution to the RPFC. For this purpose agency must submit a certificate in their bill that PF amount has been deducted from the eligible employees and along with the employers contribution has been deposited with RPFC. In support of this the agency must furnish the challan/receipt for the payment made to RPFC for the earlier months.

If the certificate and the challan/receipt referred as above are not furnished on or before 5th of every month during execution of the contract, Owner will deduct 16% of the amount of the Contractors bill and retained deposit will be refunded to the Contractor only on production of the challan/receipts.

2.4.0. **LIQUIDATED DAMAGES**

2.4.1. **If** the Contractor fails provide man power as per requirement, then Contractor shall pay LD @ Rs.50 per absentee labor per day in-case, if the number of labors (including supervisor) attending the work is less than Seven per day.

2.4.2 If LD deduction amount, for short supply of manpower, reaches an amount of Rs.10,000/-, then the work order will be cancelled and Bank Guarantee will be invoked.

2.5.1 General Conditions:

- a. The contractor is responsible for all acts done either by him or by his servants or representatives.
- b. PPCL will not be responsible for any accident caused to the contractor's manpower.
- c. 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.
- d. 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.
- e. The contract once awarded is not transferable by the Contractor.
- f. The bills in triplicate along with advance stamped receipt should be sent to the undersigned for effecting the payment.
- g. The contractor has to pay the wages for their staff regularly at stipulated intervals and if the same is not paid the contract is liable to be cancelled within one month
- h. Once the contract is finalized, the successful contractor shall execute a Contract agreement in bond sheet, in the format supplied by PPCL. The successful tenderer should make an Agreement Deed with this Corporation, for the terms and conditions to be followed during the contract period and obtain Labour License from the Labour Department after registration of Contractor.
- i. In case of any dispute the place of arbitrational jurisdiction will be within Puducherry or Karaikal.
- j. The undersigned reserves right to accept or reject any or all the quotations without assigning any reasons therefore.

2.6.0 ARBITRATION

- 2.6.1 If any dispute or difference of any kind whatsoever shall arise between the PPCL and the Contractor, arising out of the Contract for the maintenance of Green Belt whether during the progress of the Work or whether before or after the termination of the Work order, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the PPCL and the Contractor.
- 2.6.2 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the entire work of Maintenance of Green Belt under the Contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions, with all due diligence, whether he or the PPCL requires arbitration as hereinafter provided or not.
- 2.6.3 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 2.6.4 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the PPCL or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require, by written notice to the other party, that the matters in dispute be referred to arbitration as hereinafter provided.

- 2.6.5 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid, shall be settled by arbitration in the manner hereinafter provided.
- 2.6.6 In the event of the Contractor being an Indian party, that is to say a citizen and/or a permanent resident of India, a firm or a company duly registered or incorporated in India, the arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the PPCL and the third to be named by the President of the Institution of Engineers, India. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the President of the Institution of Engineers, India, shall have the power at the request of either of the parties, to appoint the arbitrator. A certified copy of the said President making such an appointment shall be furnished to both the parties.
- 2.6.7 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Puducherry, India.
- 2.6.8 The decision of the majority of the arbitrators shall be final and binding upon the parties. The expense of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time, with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 2.6.9 The arbitrators shall have full powers to review and/or revise any decision, opinion, directions, certification or valuation of the Engineer in consonance with the Contract, and neither party shall be limited in the proceedings before such

arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

2.6.10 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

2.6.11 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

2.7 Scope of work: As per the Annexure A

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ANNEXURE - A

SCOPE OF WORK

1. The number of Trees, plants and Lawn area is as below

Total No. Of Trees - 1700 Nos.

Total No. Of Pot Plants - 45 Nos.

Total Lawn area - as existing

2. Regular day today maintenance includes watering of trees, samplings, Lawns and pot plants, removing the weeds in planted areas, balance of plant, lawns etc., and other lead works and any other work as directed by the Engineer-in-charge, related to maintenance.
3. Cutting of Grass in the 110KV Switch yard and other areas as directed by the Engineer-in-charge, related to maintenance.
4. The maintenance includes earthing up, application of pesticides, application of Farm yard manure, compost, neem cake etc.,
5. Maintenance shall include regular application of pesticides, fertilizers (organic and inorganic), neem cake, pruning of trees etc., during conducive seasons and as per instruction of Engineer-In-Charge.
6. Also the contract shall include emergency application of fertilizers, pesticides, weedicides in case of any sudden pest attack on trees and plants during the period of contract.
7. Fertilizers and other items procured by PPCL, during the period shall be applied/sprayed by the contractor's own sprayers, without any additional cost.
8. During the period of contract, if any of the plant/tree/pot plant dies, the same shall be planted with the identical one, of same age, at the contractor's scope.

9. The contractor shall provide, at no extra charge, all mechanical items with regard to Green Belt Maintenance like water hose, sickles, shovel, lawn mover, wood cutter (manual / motorized) etc., during the entire period of contract. Same shall include in the contract amount.
10. The above contract includes watering of plants in the residential quarters also, the numbers of the same has been included in the total number of trees of specified above.
11. The details of the persons employed for Maintenance work shall be specified before the work is started and any further changes shall be intimated immediately.
12. A skilled male supervisor cum workmen shall be appointed to supervise the regular day to day maintenance of the labors and other works like pruning of trees and disposal to identified locations.
13. The disposal of all dried leaves, pruned branches, and other wastes generated during the maintenance of the contract, shall rest with the contractors scope.

PROFORMA OF BANK GUARANTEE FOR BID SECURITY (ANNEXURE B)

Date :

Guarantee No. :

Name of Contract : Maintenance of Green Belt in PPCL Campus

To:

**The Managing Director,
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 performance of the above-named Supply (hereinafter called “the Bid”).

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 _____Rs. 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 complete the Contract for(as applicable supply portion or Works portion) when required, or

- b) fails or refuses to issue the Bank Guarantee for warranty of spares in accordance with the Bidding documents.

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 conditions or conditions.

This guarantee will remain in full force up to 120 days of bid validity period and including the duration for processing for 60 days after the period of Bid Validity, i.e till **31/7/2018** 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.

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 Pondicherry
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 / LOI
entered into with the Owner as per the LOI No. Dated
..... agreed with the Owner for the Maintenance of the Green Belt in accordance with
terms and conditions of Work order.

AND WHEREAS in accordance with CP142/PUR/2017-18/..... dated The
Contractor has to pay a sum of Rs...../-(..... only) as
security deposit cum performance guarantee from a Nationalised / Scheduled Bank.

AND WHEREAS the Contractor has requested the Owner to accept bank guarantee in
lieu of security deposit/performance guarantee for sum equivalent to ten percent (10%) of
value of the Work order towards the Security Deposit / performance guarantee for the
work 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 case the Work is not performed in accordance with the
specification and terms and conditions as 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.

Green belt Maintenance at PPCL Campus, T.R.Pattinam, Karaikal - 2018-19

NOW THIS DEED WITNESSES AS FOLLOWS:

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

the Bank do hereby guarantee that if the Contractor fails to perform the Work order in accordance with specifications and Terms and conditions 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 Contract 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 contract is over.

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 of the maintenance work 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 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:

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 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 ONE month from the date of expiry of the Contract 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.