



OULGARET MUNICIPALITY PUDUCHERRY – 5

Name of work: Operation and Annual Maintenance to the existing Municipal Liquid Petroleum Gas fired Crematorium at Karuvadikuppam (II-Unit) in Oulgaret Municipality, Puducherry

NOTICE INVITING TENDER

**OFFICE: Oulgaret Municipality, Jawahar Nagar, Reddiarpalayam,
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**OULGARET MUNICIPALITY
PUDUCHERRY - 605 005**

NOTICE

TENDER I.D. 2024_DLA_15365_1 & Reference No. OM/e-tenders/857/ 2023-24

Name of work: Operation and Annual Maintenance to the existing Municipal Liquid Petroleum Gas fired Crematorium at Karuvadikuppam (II-Unit) in Oulgaret Municipality, Puducherry.

e- tenders are hereby invited on behalf of the Oulgaret Municipal Council, Puducherry from eligible Bidders / Firms / Individuals / Co-operative Societies for the work mentioned below:-

Sl. No.	Tender Reference / I.D. No	Name of Work	Estimate cost put to tender Rs.	Earnest Money Deposit Rs.	Cost of TENDER document Rs.	Eligibility of Contractor	Contract Period
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	OM/e-tenders/857/ 2023-24 // 2024_DLA_15365_1	Operation and Annual Maintenance to the existing Municipal Liquid Petroleum Gas fired Crematorium at Karuvadikuppam (II-Unit) in Oulgaret Municipality, Puducherry. (Two Years)	6,00,000/-	12,000/-	500/- + 5 % (GST)	Refer NIT	2Years

2. Tender documents can be viewed on website: www.py.gov.in and eligible bidders/Company/Firm may participate in TENDER online at <http://puduTenders.gov.in> by getting themselves registered on the Portal.

Tender Submission Details:

a.	Availability of NIT	11.00 A.M on 16-02-2024 To 3.30 P.M. on 27-02-2024
b.	Pre-bid Meeting	20-02-2024 @ 11.00 A.M.
c.	Closing date & time for submission of e-tender	27-02-2024 @ 3.30 P.M
d.	Date & Time of opening of tender (Technical Bid)	27-02-2024 @ 4.00 P.M
e.	Bid Validity	90 days
f.	Period of work	2Years from the date of issue of work order.

3. As the Tender's are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. Bidders shall submit their offer in electronic format in above mentioned website on or before the scheduled date and time as mentioned above after digitally signing the same. No offer in physical format of **financial bid** shall be accepted and any such offer if received by Oulgaret Municipality, Puducherry shall be summarily rejected.

4. The cost of Earnest Money Deposit (EMD) and Tender documents as noted in col.5 & 6 of the table above are to be submitted through Online Mode in favour of the Commissioner, Oulgaret Municipality only and failure to provide EMD and cost of Tender document as specified here shall lead to rejection of bid. Technical bids shall be opened and scrutinized at **4.00 P.M on 27-02-2024** in the Chamber of the Commissioner, Oulgaret Municipality only. Online submission of EMD, Tender document cost, Tender Documents, Technical Qualification Bid and Financial Bid is permitted.

5. The completed bid comprising of documents indicated in technical bid and financial bid digitally signed should be uploaded in the website cited along with scanned copies of requisite certificates / documents as are mentioned in different sections in the bidding document.

CONDITIONS:-

- (a) The Tender without Earnest Money Deposit and cost of Tender document will be summarily rejected. No exemption from payment of EMD shall be entertained.
- (b) The jurisdiction of court shall be at Puducherry.

- (c) The Tender of the bidder who does not satisfy the eligibility and Technical Bid Criteria in the Bid documents shall be liable to be rejected summarily without assigning any reason and no claim whatsoever on this account shall be considered.
- (d) The eligibility criteria and other conditions are appended herewith.
- (e) The Commissioner on behalf of the Oulgaret Municipal Council, Puducherry reserves the right to alter, cancel and add extra conditions, besides reserves the right to reject any/ all offers without assigning any reason thereof.
- (f) The bidder not to claim any condition apart from the Tender.
- (g) The Tender can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
- (h) EMD shall be refunded to unsuccessful bidders only after acceptance of successful bidder. Possession of Digital Signature Certificate (DSC) and registration of the eligible bidders/Firms/Individuals/Co-op., Societies on the website (i.e.,) <https://pudutenders.gov.in> shall be a prerequisite for e-Tendering.

For further details and e-Tendering schedule, visit website <https://pudutenders.gov.in> Please contact e-Procurement cell e-Tender help desk for guidance in Phone No.0413-2220225 & 1800 3070 2232 (Toll Free) during office hours.

**COMMISSIONER
OULGARET MUNICIPALITY
PUDUCHERRY**
email: om.pon@nic.in

TERMS OF REFERENCE

1. Introduction

Oulgaret Municipality is maintaining a burial ground at Karuvadikuppam, which is 3Km away from Puducherry Town. In order to dispose the dead human bodies complying with necessary flue gas emission, legislation and also to eschew the air pollution caused by traditional cremation, Oulgaret Municipality has installed LPG fired furnace crematorium inside the burial ground at Karuvadikuppam which were brought into Public utility from 2012 onwards.

This LPG crematorium has to be regularly checked and serviced by the trained persons or an authorized service agent to keep the machine in good condition in order to function without interruption. As the earlier operation and maintenance contract is going to expire, this tender for new contract is being called.

2. Scope of Work

The Successful bidder is responsible to carryout the following works.

- 2.1 The bidder is responsible for uninterrupted functions of LPG Crematorium in all days. No holiday for LPG Crematorium.
- 2.2 Maintaining of cleanliness inside and outside of crematorium is the responsibility of the bidder including removal of flowers etc. and place them at the nearest dust bin.
- 2.3 Engage two candidates. for Operation of crematorium on each and every day. Necessary leave reserve shall also be arranged.
- 2.4 Inspection of crematorium by technical personal once in a month to check the machinery including servicing all mechanical and electrical items.
- 2.5 Complete over hauling of all machineries, ducts, Chimney etc. to be carried out twice in a year.
- 2.6 Attending repairs on call immediately to ensure uninterrupted functioning of crematorium including replacement of spares. .
- 2.7 Checking outlet smoke quality to meet the norms laid by Puducherry Pollution Control Committee
- 2.8 Operation of the generator as and when required engaging experienced candidates. .
- 2.9 Maintaining of log books, records as required by the Municipality.
- 2.10 Collection of fee fixed by the Municipality and remit as directed.
- 2.11 Handing over of ash in a containers to the responsible person.
- 2.12 The cost of spares required for servicing of machineries costing less than Rs.5000/- (Total) per month has to be borne by the bidder. Any amount over and above this Rs.5000/- will be paid by the Oulgaret Municipality. No cost will be paid on account of consumables and safety equipments.

3. Eligibility Criteria

- 3.1 Bidder should have operated and maintained similar type of Liquefied Petroleum Gas fired furnace works in crematorium at least in two Local Bodies in Puducherry (or) Tamil Nadu Region and ensured the satisfaction of clients.
- 3.2 The bidder should have operated and maintained the LPG crematorium in the past three calendar years i.e between 2020 to 2022 and year 2023 will also be considered.
- 3.3 Copies of work orders with value of work shall be uploaded.
- 3.4 Copies of performance certificate obtained from local bodies shall be uploaded. Failure to meet the above qualification criteria shall lead to disqualification of bidder and the bidder's offer will not be considered.

4. Payment Terms

Bi-monthly payment on pro-rata basis on the cost of operation and maintenance quoted by the bidder shall be paid on satisfactory completion of Operation and Maintenance work.

5. Period of OAMC

Period of operation and maintenance contract is 2 (two) years. Contract period may be extended based on the performance / necessity.

6. Tender Conditions

- 6.1 The bidder is requested to visit the crematorium and acquainted with the procedures followed by this Municipality in maintaining the crematorium including condition of cremator.
- 6.2 The bidder shall engage minimum of two skilled labours for the operation of the LPG crematorium in entire annual maintenance period.
- 6.3 During the period of OAMC, the bidder shall be responsible for servicing of the crematorium at least once in every month by deploying technical personnel i.e., atleast 12 visits for one year and such monthly servicing shall be carried out to the entire satisfaction of Engineer-in-charge of the crematorium deputed by the Municipality. Monthly servicing including cleaning of Duct line, Gasifier burner lines, etc., to be conducted as quickly as possible and should positively be completed within a period of 48 hours without disturbing

the functioning of cremator. LPG crematorium not to be closed for over hauling / servicing . The manpower deployed by the bidder shall also maintain proper records as directed by the Engineer-in-charge for all activities undertaken in the crematorium including the details of dead bodies cremated. Apart from the above, full over hauling of all connected machineries has to be carried out twice in a year all as directed by the Engineer-in-charge.

6.4 The contractor is responsible for all activities done either by him or by his service personnel or representatives.

6.5 Any notice to the bidder shall be deemed to have been served, if it is given in writing by post to his usual address or latest known place of this business or by e-mail.

6.6 The contract once awarded is not transferable.

6.7 All the servicing works should be carried out by the qualified/skilled Technical Personnel.

6.8 The date of visit of Service Engineer shall be informed in advance.

6.9 The contractor should attend to any emergency call during the contract period, over and above the scheduled visit and attend to the defects immediately if required and the charges for this additional visit will not be paid.

6.10 The Executive Engineer, Oulgaret Municipality will be the Engineer in-Charge of the work.

6.11 The contractor should furnish the performance report regarding the crematorium for each and every visit after undertaking the preventive maintenance work.

6.12 The rate includes the charges for of all the activities envisaged in the scope of work under Terms of Reference.

6.13 The contractor should replace the cost of minor spares costing less than Rs.5,000/- per month which are periodically need to be replaced during the maintenance period at his own cost. The amount required over and above Rs.5000/- shall be paid by this Municipality on production of relevant material purchase bills.

- 6.14 Any spares costing more than Rs. 5000/- specifically required for repair should be informed well in advance so as to get the approval of the competent authority and work to be carried out after getting the concurrence.
- 6.15 The contractor should provide the service round the clock and shall be able to attend faults at any time.
- 6.16 The spares of reputed brand / make only should be used for replacement during maintenance, preferably original manufacturer's spares should be used.
- 6.17 The contractor should use their own tools and plants items and this Municipality will not provide any facility.
- 6.18 The contractor shall be held responsible for any damage or accident that may occur during the OAMC carried out by their workers and this Municipality will not be responsible and not liable for any compensation.
- 6.19 The work should be carried out to the entire satisfaction of the Engineer in-Charge of this Municipality. If the performance of the contractor in executing the work is not satisfactory the Commissioner reserves the right to cancel the contract and to offer the same to any other contractor and to impose necessary penalty for damages/loss to this Municipality.
- 6.20 No part of the contract shall be sublet and no transfer shall be made by power of attorney or authorizing other to receive the payment on behalf of the contractor.
- 6.21 **Dispute:** If there is any dispute arising during operation and maintenance of the work, the decision of the Commissioner, Oulgaret Municipality is final and binding on the contractor (the Second Party).
- 6.22 Cremation to be done only to the corpses for which necessary cremation charges paid to the Municipality.
- 6.23 The Bidder has to collect the charges prescribed by this Municipality and No extra amount should be collected apart from the charges paid to the Municipality, on any account.

- 6.24 The contractor shall deploy staff/manpower with good character and details of the staff like I.D. proof, residence, phone number, etc. shall be provided to the Engineer-in-Charge before their deployment.
- 6.25 The staff/manpower deployed by the contractor shall maintain cordial behavior with the relatives of the deceased person.
- 6.26 It is the duty of the crematorium operator to ensure that the corpse is properly cremated and ash handed over to the relatives.
The contractor shall maintain a register with the following entries.
- i) Name of the deceased person
 - ii) Father's Name/Husband Name
 - iii) Age of the deceased
 - iv) Address of the deceased person
 - v) Details of payment receipt
 - vi) Cremation Order issued by the concerned area Police Station.
 - vii) Aadhar Card No.
 - viii) Signature of the deceased person relations.
- 6.27 A duly signed report on the details of corpses cremated must be submitted to the Municipality. Payment will be issued only based on the maintenance of relevant registers and report.
- 6.28 No unlawful activity should be carried out in the crematorium premises.
- 6.29 The contractor must comply with the regulations issued by the Commissioner from time to time regarding the usage of the crematorium premises.
- 6.30 It is the duty of the bidder to ensure that the effluents of chimney shall comply with the standards of Puducherry Pollution Control Board / any other standards prescribed by the statutory bodies.
- 6.31 The persons employed by the contractor should not indulge in caste, creed and religious discrimination.
- 6.32 The Corpses to be allowed inside the crematorium only after obtaining original permission issued by the Police Department. Any doubt in this regard to be brought to the knowledge of a Commissioner / Engineer –in-Charge immediately
- 6.33 Ashes to be handed over the responsible person of the deceased in a container in a most respectful manner without any delay. The time of collection of ash to be informed to the responsible person well in advance.
- 6.34 The rate quoted should to be inclusive of all Taxes and duties, ESI, EPF etc., The request for revision of quoted rates will not be entertained during Annual Maintenance period and also no Travelling Allowance / Dearness Allowance will be paid by this Municipality for any servicing personnel engaged by the bidder.

- 6.35 No temporary huts with easily inflammable materials or any other structure shall be constructed in the crematorium premises.
- 6.36 This agreement is valid only for a period of 2 years from the date of Work Order.
- 6.37 On expiry of agreement period the contractor shall hand over the crematorium without any damage or repair.
- 6.38 The contractor shall be held responsible in case of any theft or damage to the materials in the crematorium.
- 6.39 The Operation and Annual Maintenance contract will be terminated if the conditions stated above are not complied with.
- 6.40 The bidder is responsible for Operating the genset when required and log book in this regard to be maintained. Servicing of Diesel Generator will be carried out separately by this Municipality.

7. LIQUID PETROLEUM GAS FIRED CREMATORIUM (2ND UNIT) AT KARUVADIKUPPAM

List of machineries / Equipments

7.1	Manual Liquid Petroleum gas burners	7 Nos.
7.2	Automatic Liquid Petroleum Gas burners	4 Nos.
7.3	Programmable Logic Controller (PLC) Unit	1 No.
7.4	Furnace including 7 Nos. body resisting cast Iron bricks	1 Set.
7.5	Scrubber unit	1 No.
7.6	Door operating motor – 0.50 HP	1 No.
7.7	Scrubber motor – 5 HP	1 No.
7.8	Water motor – 0.50 HP	1 No.
7.9	LPG Commercial cylinders with suitable regulator for LPG cylinder	20 Nos.
7.10	Combustion motor 1 HP	1 No.
7.11	Non- return valve	21 Nos.

8.1 PART – I – Bid Submission Details:

8.1.1 ORGANISATION DETAILS

- i) Name and address of the Bidders/Firms/Individuals/Co-operative Societies.
- ii) Name of Key personnel/Telephone Nos./Email I.D. and existing manpower details.
- iii) Present activities / Business of the Organization.
- iv) Type of Organization (Proprietors/ Partnership/ Private Ltd.,/ Public Ltd., and Co.
- v) Date of Incorporation
- vi) An undertaking to the effect that the bidder has not been black listed by any Government Department/Agency/Society. The undertaking shall be in stamp paper of Rs.20/- value and signed before a Notary public. Failure to submit the undertaking will lead to rejection of the bid.
- vii) Audited balance sheets for the past three years.

8.1.2 TECHNICAL CAPABILITY OF THE FIRM.

- i) The bidder must have executed similar type Liquefied Petroleum Gas fired furnace works in crematorium of at least two Local bodies in Puducherry / Tamil Nadu region during the past three years with complete pollution control equipments and executed to satisfaction of the clients.
- ii) Copies of work orders with value of work executed should be furnished .
- iii) Copies of performance certificate issued by Local Bodies should be furnished.

8.1.3 The bidder shall provide the above details as per the proforma for submission of technical bid given at Schedule-I appended herewith. The undertaking for not being black listed shall be given in proforma at Schedule-II.

8.1.4 The technical bid in Schedule-I, the undertaking in Schedule-II and the check list in Schedule-IV shall be neatly prepared, signed/authenticated in every page with company seal and uploaded as single file.

8.2. Part-II Financial Bid:

- 8.2.1 Tender with any condition, including conditional rebate, are liable to be rejected.
- 8.2.2 Cost of all the items should be mentioned clearly and individually in the financial bid (Schedule -III) only.
- 8.2.3 The Financial bids of technically qualified bidders shall only be considered for further processing.
- 8.2.4 The Commissioner, Oulgaret Municipality reserves the right to accept the offer in full or in parts or reject summarily or partly thereof.
- 8.2.5 Technically qualified bidder quoting the lowest rate will be selected for award of contract.
- 8.2.6 The rates to be quoted including all statutory taxes and duties, etc.

8.3. BIDDING through E – Tendering System - ONLINE SUBMISSION OF BIDS

- 8.3.1 The bidding under this contract shall be electronic bid submission through website <http://pudutenders.gov.in>. Detailed guidelines for viewing bids and submission of online bids are given on the website. The invitation for Bids under this procurement shall be published on this website. Any citizen or prospective bidder can submit bids online; however, the bidder shall be required to have enrolment /registration in the website and should have valid digital Signature Certificate (DSC). The bidder should register in the website endorsing the relevant option available. Then the Digital Signature Registration has to be done after logging into the site.
- 8.3.2 After downloading the bid schedules, the Bidder should go through them carefully and then submit the documents as stipulated, failing which, the bid shall be rejected.
- 8.3.3 The completed bid comprising documents indicated in the technical bid and financial bid digitally signed should be uploaded in the e-Tendering website given above along with scanned copies of requisite certificates / documents as are mentioned in different sections in the bidding document.
- 8.3.4 The bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to the BID, and to contract execution if the bidder shall be awarded the contract.

8.4. Electronic Submission of Bids:

- 8.4.1. The bidder shall submit online two separate Folder. Part I, marked as Part I: Technical Qualification Bid and Part II; marked as Part II: Financial Bid.
- 8.4.2 The contents of the Technical Qualification and Financial bid shall be as specified in Technical bid and Financial bid. All the documents are required to be signed digitally by the bidder.
- 8.4.3 The Tenderer has to pay Rs.12,000/- online as Earnest Money Deposit through the payment gateway available in tender portal.
- 8.4.4 Interested bidder who wish to participate in the Tender has also to make following payments while TENDER submission: e-Tender processing fee - **Rs. 500/- + GST @ 5% (non refundable)** shall be payable using payment e-gateway of ICICI Bank through internet banking or RGTS/NEFT facility drawn in favour of the Commissioner.
- 8.4.5 The bid documents shall be made available in www.py.gov.in website from 16-02-2024 to 27-02-2024 at 3.30 P.M. The bid document can be downloaded from at free of cost. The bids shall be opened in online 27-02-2024 at 4.00 P.M in the presence of bidders who choose to be present. The financial proposals of the qualified bids shall be opened as provided for in the Bid Document, after evaluation of the Technical proposals. The date for opening of financial bid shall be communicated to the qualified technical bidders in the Tender portal.

9. **Other Conditions**

- 9.1 This Notice inviting Tender shall form a part of the contract document. The successful bidder / bidder, on acceptance of his Tender by the Accepting Authority, shall sign the contract within 10 days from the stipulated date of start.
- 9.2 Submission of a Tender on line by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done, tender conditions and local conditions and other factors having a bearing on the execution of the work.
- 9.3 Canvassing whether directly or indirectly, in connection with Tender's is strictly prohibited and the Tender's submitted by the bidders who resort to canvassing will be liable to rejection.
- 9.4 The Commissioner, Oulgaret Municipality shall be the sole authority upon all matters relating to the meaning or interpretation and consequence of the Specification and conditions of this Tender Notice (or) contract to be executed.
- 9.5 The bidder shall not sublet the work to any other person/company.
- 9.6 In case the bidder fail or neglect or refuse to observe, perform, fulfil and keep all or any one or more or any part of any one or more of the covenants, stipulations and provisions herein contained it shall be lawful for the Commissioner of the OULGARET MUNICIPALITY without prejudice and in addition to all and every other of the remedies herein before contained on behalf of the Municipality /department on any such failure, neglect as refusal as aforesaid by writing under his hand to put an end to the agreement and on the expiry of **seven days** from the date of service of the said writing, the agreement shall cease and be void except in respect of any prior action or omission.
- 9.7 The Bidder shall note that any claim, dispute or difference arising in respect of the contract, the cause of action shall be deemed to have arisen in Oulgaret Municipality and all legal proceedings in respect of any such claim, dispute shall be dealt accordingly.
- 9.8 The Oulgaret Municipal Council, Puducherry reserves the right to alter, cancel and add extra conditions, besides reserves the right to reject any/ all offers without assigning any reason thereof.
- 9.9 **Alteration in the Specification:** The specification issued with this form of Tender must not be altered by the bidders.
- 9.10 **Incomplete Tender :** TENDER will not be considered if complete information is not given at the time of TENDER or if the particulars and data (if any) called for not given within stipulated time.

9.11 **Cancellation of Tender/Contract/ in part or Full in case of Default in Contract / Supply:** If the bidder, in the opinion of the Commissioner, Oulgaret Municipality, Puducherry fails or neglects to comply with any of the term & conditions forming, part of the order issued, the Commissioner, Oulgaret Municipality, Puducherry shall without prejudice to any other right or remedies under the contract, has the right to cancel the contract / order by giving 15 days notice in writing to the bidder/firms without being liable to pay any compensation for such cancellation. The Commissioner, Oulgaret Municipality reserves his right to black list the bidder if the contract is terminated due to default (or) unsatisfactory service (or) negligence (or) incompetence of the contract.

9.12 Revision of rates are not allowed after the Tender's have been opened.

9.13 Conditional Tender and/or incomplete Tender in any respect shall be rejected.

10. **Performance Guarantee:**

10.1 The successful Bidder shall furnish within 15 days of receipt of Tender acceptance letter a Performance guarantee for a value of 5% of the total cost of the quoted amount for a period of **2years** from a nationalized bank to ensure the satisfactory performance. This 15days period can be further extended by the Engineer-in-charge for a maximum period 15 days at the written request of the bidder. Failing which, the acceptance of TENDER letter shall be cancelled and the EMD shall be forfeited. The earnest money deposited along with Tender shall be returned after receiving the aforesaid performance guarantee.

11 **Refund of Performance Guarantee:**

Subject to the other terms and conditions of this contract, the amount of performance guarantee will be refunded to the bidder after successful completion of contract period after adjusting 'over – payments' with interest (to be decided at the relevant time in accordance with prevalent Bank rate of interest for overdraft at that time) if any, and after the final bill has been paid.

12 **Forfeiture of Performance Guarantee:**

The said performance guarantee shall be liable to forfeiture at the option of the Commissioner, Oulgaret Municipality, Puducherry, if the bidder fails to carry out the work or perform or observe any of the conditions of the contract.

13. **Work to be to the satisfaction of the Oulgaret Municipality, Puducherry:**

The bidder shall execute, complete and guarantee the work in strict accordance with the condition of contract to the satisfaction of the Commissioner, Oulgaret Municipality, Puducherry and shall comply with and adhere strictly to the Commissioner, Oulgaret Municipality, Puducherry's instructions and directions on matters (whether mentioned in the contract or not) related to work as per the contract.

14. **Breach of Contract:**

14.1 **Definition of Breach of Contract:**

The Commissioner, Oulgaret Municipality, Puducherry may without prejudice to his right against the bidder in respect of any delay or fails to perform or to any claims for compensation for loss or damage in respect of any breach of contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the period of contract has not elapsed, by notice in writing, absolutely determine the contract in any of the following cases.

i) If the bidder fails to perform the duties or scope of work as per the contract terms or his performance is not satisfactory to the Commissioner, Oulgaret Municipality.

ii) If the bidder being a company shall pass a resolution of the court shall make an order that the company shall be wound up or if a receiver on behalf of creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a Receiver or which entitle the court to issue a winding up order.

iii) If the Bidder shall become bankrupt or have a receiving order made against him or shall present his petition in bankruptcy or shall make an arrangement with or assignment in favour of his creditors or shall agree to carry out contract under a committee of inspection of his creditors (being a Oulgaret Municipality, Puducherry) shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or the bidder shall assign the contract without consent in writing of the Oulgaret Municipality, Puducherry first obtained or shall have an execution levied on his goods.

iv) If the Bidder commits breach of any of terms and conditions of this contract.

v) If the bidder in the judgment of the Commissioner, Oulgaret Municipality, Puducherry has engaged in corrupt or fraudulent practices in completing or in executing the contract.

15. **Cancellation of Contract in full or part:**

15.1. When the bidder has made himself liable for action under any of the cases aforesaid, the Commissioner, Oulgaret Municipality, Puducherry shall have powers:

15.2 The Commissioner, Oulgaret Municipality, Puducherry may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 15 (fifteen) days written notice of default to the bidder, terminate the contract in whole or in part.

15.3 The Commissioner, Oulgaret Municipality, Puducherry may at any time terminate the contract by giving not less than 15(fifteen) days written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Oulgaret Municipality, Puducherry.

In the event, Commissioner, Oulgaret Municipality, Puducherry terminate the contract in whole or in part, the Commissioner, Oulgaret Municipality, Puducherry may get such services done, upon such terms and in such manner as it deems appropriate and the bidder shall be

liable to the Commissioner, Oulgaret Municipality, Puducherry for any risk and costs for such similar services.

- 15.4 Notwithstanding anything contained in this clause, if at any time after the commencement of the work, the Commissioner, Oulgaret Municipality, Puducherry shall for any reason whatsoever not require the whole or a part thereof as specified in the TENDER Documents to be carried out by the bidder, the Commissioner, Oulgaret Municipality, Puducherry shall give notice in writing of the fact to the bidder who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the works as originally contemplated.

16. Price Variation:

Same as specifically provided elsewhere in the conditions of contract, the contract price shall not be adjusted in respect of any increase or decrease of cost to the bidder in carrying out the work by reason of alterations in the rate of wages and allowances payable to labour or change in the conditions of employment thereof or change in the cost of materials, consumable stores, fuel and power or in the incidence of rates of landing charges or the operation of any law or statute or variation in the cost of any other matter or thing of whatsoever nature, subsequent to the date of Tender.

17. Indemnity:

The successful bidder shall indemnify, protect and save Oulgaret Municipality against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copy rights etc. or such other statutory infringements in respect of all the equipment's supplied by him.

18. The financial bids of only those bidders's who had submitted qualified Technical bids after satisfying all eligibility criteria along with all required documents, shall be opened.
19. If any of the date earmarked for opening of technical or financial bids happens to be holiday, the bids shall be opened on the very next working day at the same time and venue.
20. All the staff, workers, employees engaged by the Bidder shall be employees of the Bidder and that there shall be no contractual relationship between the Municipality and such employees of the Bidder. The Bidder shall ensure that his staffs, workers, employees engaged by him are aware of this position.
21. The Bidder shall ensure that he or his men or agent or employees or servants or officials shall not behave in unbecoming manner or misbehave with the officials of the Municipality or any other person at any point of time.

22. The concessionaire shall be responsible and liable to adhere with all the provisions of Acts and Rules in force for his employees and heavy machineries engaged including but not limited to
- (1) Payment of Wages Act,1948
 - (2) Workmen Compensation Act,1923
 - (3) Payment of Gratuity Act,1936
 - (4) Minimum Wages Act,1948
 - (5) Equal Remuneration Act,1976
 - (6) Employees Provident Fund Act,1952
 - (7) Contract Labour (Abolition and Regulation) Act,1970
 - (8) Employees State Insurance Act,1948
23. All taxes, levies, cess, duties deductible from the bill of the Bidder at source shall be deducted from his bill/invoice by the Municipality.
24. The Municipality may deduct such penalties as computed as per the provisions of the agreement (or) Tender condition from the bill/invoice of the contract.
25. Any inquiries in this regard should be addressed only to the Commissioner, Oulgaret Municipality, Puducherry.
26. The Bidder shall not engage any person who have not completed the age of 18 years.
27. Any accident or injury caused to bidder workmen during execution is the sole responsibility of the bidder only. Necessary group insurance is to be obtained by the bidder.

**COMMISSIONER
OULGARET MUNICIPALITY
PUDUCHERRY – 5**

SCHEDULE –I

Technical Bid

Name of work: **Operation and Annual Maintenance to the existing Municipal Liquid Petroleum Gas fired Crematorium at Karuvadikuppam (II-Unit) in Oulgaret Municipality, Puducherry.**

Sl.No.	Particulars	Remarks
1.	Name of the Firms/Contractor/Society/Agency	
2.	Ownership (Proprietary / Partnership)	
3.	Name of the Owner /Partner/Director/Key Personnel	
4.	Full particulars of Office	
	a) Address	
	b) Telephone No.	
	c) Fax	
	d) e-mail ID	
5.	Registration details (self attested copies to be enclosed failing which tender shall be rejected).	
	a) PAN /GIR No.	
	b) GST No.	
	c) Registration No. of firms/Company/Society	
	d) Date of incorporation of firm/company/Society Organisation.	
6.	Present activities /Business of the organisation/Firm	

DECLARATION

1. I _____ Son/Daughter of _____ the Proprietor / Partner/Director/Authorised signatory of _____ am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information's furnished above in the technical bid are true and authentic to the best of my knowledge and belief. I/We are aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the authorised person

Company's seal:

Place:

SCHEDULE –II

UNDER TAKING

(To be executed in Rs.20/- stamp paper and signed before a Notary Public)

I _____ Son/Daughter of
Shri _____ is the Owner/Director/Partner/Authorised person of
_____ (Name of the firm/company etc.) since _____.
I hereby affirm that my/our company _____ (name of
company/firm) has not been blacklisted by any Government Department/Local
Body/Agency/Society, etc.

Signature of the authorised person

Company's seal:

Place:

Notary seal and signature

(SCHEDULE – III)

FINANCIAL BID

Name of Work: **Operation and Annual Maintenance to the existing Municipal Liquid Petroleum Gas fired Crematorium at Karuvadikuppam (II-Unit) in Oulgaret Municipality, Puducherry**

Sl. No.	Description of items	Quantity	Unit	Rate inclusive all Tax (Figures to be entered by the bidder) Rs. P.	Rate inclusive all Tax (Rate in words to be entered by the bidder) Rs. P.	Total amount inclusive of all taxes
1.	Labour charges for the Operation of crematorium II-Unit by engaging 2Nos. of Labourers excluding the cost of liquid petroleum gas etc. complete as stated in scope of work of Notice Inviting Tender.	24 Months (2Years)	1Month			
2.	Annual Maintenance charges to the LPG crematorium including regular cleaning of Ductline and Gasifier Burner lines etc., and labours Technician, replacement of minor repairs, servicing etc.,. The rate shall also included the full over hauling of all connected machineries twice in a year including required material and labour charges as mentioned in the scope of work of Notice Inviting Tender all as directed by the Engineer-in-charge.	24 Months (2Years)	1Month			

SCHEDULE –IV

CHECK LIST

Sl. No.	Particulars	Yes/No/Not applicable	Page No. in Technical bid
1.	Whether Earnest Money Deposit (EMD) and cost of Tender Schedule submitted.		
2.	Whether Technical Bid Submitted		
3.	Whether Financial Bid Submitted		
4.	Whether copies of GST Registration and PAN submitted.		
5.	Whether declaration in the technical bid signed.		
6.	Whether undertaking for not being black listed enclosed.		
7.	Bidder should have operated and maintained similar type of Liquefied Petroleum Gas fired furnace works in crematorium at least two Local Bodies in Puducherry Region (or) Tamil Nadu and ensured to satisfaction of clients at whether details enclosed in the Technical Bid.		
8.	Copies if work orders with value of work executed enclosed.		
9.	Copies of performance certificate enclosed.		

NOTE: Please ensure all the relevant boxes are marked YES/NO/Not applicable against each column. The reference page in Technical Bid shall also be indicated.

IMPORTANT NOTE: Tenderers must ensure that all the required documents indicated in the Tender documents are submitted without fail. Tenders received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

Place: Signature of the Authorised Signatory

Date: Name:

Seal of Company/Firm

**Signed by the said Contractor in
the presence of Executive
Engineer, Oulgaret Municipality**

**Signature of the Contractor with company
seal**

Assistant Engineer

Executive Engineer

**The common seal of the Oulgaret
Municipality was hereunto duly
affixed in the presence of**

**Commissioner
Oulgaret Municipality**

It witness where of I hereunto affix my Signature

SCHEDULE –V
FORM OF PERFORMANCE SECURITY
BANK GUARANTEE BOND

In consideration of the Oulgaret Municipal Council (hereinafter called “Council”) having offered to accept under the terms and conditions of the proposed agreement made between the Commissioner, Oulgaret Municipality and (hereinafter called “the said bidder”) for the work (hereinafter called “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.....(RupeesOnly) as a security/guarantee from the bidder(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We ** (** Indicate the name of the bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Municipality an amount not exceeding Rs. (Rupees.....only) on demand by the Council.

2. We **(** indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Council stating that the amount claimed is required to meet the recoveries due or likely to be due from the said bidder(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only)

3. We, the said bank further undertake to pay to the Council any money so demanded not with standing any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder(s) shall have no claim against us for making such payment.

4. We **(** indicate the name of the Bank) further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Council under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Council certified that the terms and condition of the said agreement have been fully and properly carried out by the said bidder(s) and accordingly discharges this guarantee.

5. We **.....(** indicate the name of the Bank) further agree with the Council that the Council shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the council against the said bidders and to for-bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder(s) or for any for-bearance, act of omission on the part of the Council or any indulgence by the Council to the Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the changes in constitution of the Bank or the bidder(s).

7. We **..... lastly undertake not to revoke this (** Indicate the name of the Bank). guarantee except with the previous consent of the Council in writing.

8. This guarantee shall be valid up to unless extended on demand by Council. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rupees. only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of the guarantee all our liabilities under this guarantee shall stand discharged.

Dated this day offor.....
(indicate the name of bank)

AFFIDAVIT

(to be taken by the bidder on a non-judicial stamp paper before a First class Magistrate) I/We have submitted Bank Guarantee for the work (Name of work)in letter No dated from (Name of Bank) to the Commissioner, Oulgaret Municipality towards performance guarantee. This Bank Guarantee expires on I/We undertake to keep the validity of the Bank Guarantee in tact by getting it extended from time to time at my/our own initiative up to a period of months after the recorded date of completion of the work or as directed by the Commissioner, Oulgaret Municipality. I/We also indemnify the Municipality against any losses arising out of encashment of the Bank guarantee, if any.

NOTE: This affidavit is to be given by the executants before a First Class Magistrate.