



ONGC TRIPURA POWER COMPANY LIMITED

**INSTRUCTIONS TO BIDDERS (ITB)
FOR
HORTICULTURE MAINTENANCE AND LANDSCAPING SERVICES**

2 x 363.3 MW

GAS BASED COMBINED CYCLE POWER PLANT

AT

PALATANA, UDAIPUR, TRIPURA

(This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

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The Bidding Document (as defined in this ITB) is issued to

M/s _____

NOTES:

1. The Bidding Document is not transferable.
2. Though adequate care has been taken while preparing the Bidding Document, the Bidder shall satisfy itself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately at the address mentioned below. If no intimation is received from a prospective Bidder within 7 (Seven) days from the date of issue of the Bidding Document, it shall be considered that the Bidding Document is complete in all respects.
3. ONGC Tripura Power Company Limited (OTPC) reserves the right to modify, amend or supplement the Bidding Document.
4. While the Bidding Document has been prepared in good faith, neither OTPC nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information provided under the Bidding Document, and shall incur no liability under any law, statute, rule or regulations as to the accuracy, reliability or completeness of the Bidding Document, even if any loss or damage is caused by any act or omission on their part.

Authorized Person

Name: Mr. Samarjeet Thakur/ Mr. Karan Bakshi

Designation: DGM (Contracts) / Manager (Engg.)

Address: ONGC Tripura Power Company Limited,
6th Floor, IFCI Tower,
61, Nehru Place,
New Delhi- 110019



Plant: 2 X 363.3 MW Gas Based Combined Cycle Power Plant

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E-mail: Send e-mails **both** to samarjeet.thakur@otpcindia.in and
karan.bakshi@otpcindia.in

Place: New Delhi

Date: [_____]

SECTION – I
PART – A
INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

- 1.1. ONGC Tripura Power Company Limited (hereinafter referred as "**OTPC**" or "**Company**" or "**Owner**"), a joint venture company promoted by Oil and Natural Gas Corporation Limited ("**ONGC**"), Infrastructure Leasing & Financial Services Limited ("**IL&FS**"), India Infrastructure Fund (II) ("**IIF(II)**") and Government of Tripura, is a public limited company incorporated under the Indian Companies Act, 1956 and having its registered office at ONGC Tripura Power Company Limited, Udaipur-Kakraban Road, Palatana P.O., District Gomati, Tripura – 799116 (India), and one of its office at 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019 (India). OTPC is operating a 2 x 363.3 MW gas based combined cycle power plant at Palatana, which is located about 60 (sixty) km from the capital city of Agartala in the State of Tripura. The Plant is located about 9 (nine) km from nearest town Udaipur.

2.0 DEFINITIONS

Capitalized terms used in this ITB which have not been otherwise defined shall have the meaning specified in this Article 2.0.

"Affiliate" means, with respect to a Bidder, any entity which directly or indirectly:

- (a) owns or Controls such Bidder;
- (b) is owned or Controlled by such Bidder; or
- (c) is under common ownership or Control with such Bidder;

"Acceptable Bank" means and includes a bank listed in Annexure-1 of this ITB;

"Applicable Law" means the substantive or procedural laws of India, whether now or hereafter in effect, including all legislations, acts, rules, regulations, notifications, laws, statutes, awards, orders, decrees, judgments, injunctions, ordinances, codes, requirements, permits, approvals, consents, licenses, instructions, directive and standards of any court, arbitrator, commission, government agency or authority, having the force of law.

"Bid" means and includes the Unpriced Techno-Commercial Bid, the Price Bid, all the Forms and any document submitted by the Bidder in its bid proposal, in response to this ITB, in accordance with the terms and conditions of the Bidding Document;

"Bidder" means a company submitting the Bid. Any reference to the Bidder includes its successors and permitted assigns, as the context may require;

"Bidding Document" shall have the meaning ascribed to it in Clause 8.1 of this ITB;

"Horticulture Services Contract" shall have the meaning ascribed to it under Clause 31.1.1 of this ITB;

"Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

"Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

"Company" or "Owner" or "OTPC" shall have the meaning ascribed to it under Clause 1.1 of this ITB;

"Contract" means and includes the Horticulture Services Contract as defined under 31.1.1 of this ITB, which is to be entered into between the Owner and Successful Bidder pursuant to the issuance of the Letter of Award;

"Contract Performance Bank Guarantee" means the unconditional and irrevocable bank guarantee to be submitted by the Successful Bidder in terms of Clause 32.1 of this ITB, as per the forms prescribed in the Contract;

"Contract Price" means the lump-sum price for rendering the horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura pursuant to the Contract, as mentioned by any Bidder in its Bid under the heading Price Bid;

"Control" means (and related terms shall refer accordingly to), with respect to any person, (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the directors of such person; or (ii) the possession, directly or indirectly, of a voting interest of more than 50% (fifty percent); or (iii) the power to veto decisions of such person, whether through ownership of voting securities, by contract, or otherwise;

"Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any

person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Owner who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the Letter of Award or has dealt with matters concerning the Contracts or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Owner, shall be deemed to constitute influencing the actions of a person connected with the Bid process); or (ii) engaging in any manner whatsoever, whether during the Bid process or after the issuance of the Letter of Award or after the execution of the Contracts, as the case may be, any person in respect of any matter relating to the Project or the Letter of Award or the Contracts, who at any time has been or is a legal, financial or technical adviser of the Owner in relation to any matter concerning the Project;

"Forms" means the forms stipulated in Part-E of the Bidding Document, which are to be submitted by a prospective Bidder as part of its Bid;

"Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

"ITB" means this Instruction to Bidders;

"Letter of Award" or **"LOA"** shall have the meaning ascribed to it under Clause 30.1 of this ITB;

"NIB" shall have the meaning ascribed to it under Clause 8.1 of this ITB;

"Obstructive Practice" means and includes (i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Owner's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Owner's inspection and verification rights provided for under Bidding Document;

"Price Bid" shall have the meaning ascribed to it under Clause 17.3 of this ITB;

"Plant" means the the 2 x 363.3 MW gas based combined cycle power plant set up by the Owner at Palatana, which is about 60 (sixty) km from the capital city of Agartala in the State of Tripura;

"**Site**" means the land over which the horticulture maintenance and landscaping services are to be provided;

"**Successful Bidder**" means the Bidder selected pursuant to bidding process as per the Bidding Document to execute the horticulture maintenance and landscaping services within specified period of time in terms of the Contract;

"**Technical Specifications**" shall have the meaning ascribed to it under Clause 8.1 of this ITB;

"**Unpriced Techno-Commercial Bid**" shall have the meaning ascribed to it under Clause 17.2 of this ITB.

3.0 **PROJECT DESCRIPTION**

3.1 OTPC has set up 2 x 363.3 MW gas based combined cycle power plant at Palatana. OTPC has developed landscapes and horticultures including lawns etc at the Plant. OTPC intends to hire an experienced agency for maintenance of horticultures and landscaping.

4.0 **SITE LOCATION**

4.1 The Site is located in Khilpara village in Gomati district on Udaipur–Kakraban road. Udaipur, district headquarter, and one of the largest town of Tripura, is about 6 (Six) km from Site and Palatana Power Plant is nearly 3 Kms from the Site . Nearest railway station and airport is in Agartala which is about 60 (sixty) km from Site.

5.0 **SCOPE OF WORK**

5.1 The scope of work to be provided by the Contractor for horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura shall include but not be limited to:

5.1.1 Maintenance of lawns having different grass, trees, flower beds, potted plants, landscapes etc;

5.1.2 Development of new landscapes;

5.2 Scope of work shall also includes all associated work required for horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

Please refer attached Technical Specification, Bill of Quantity and drawings for detailed scope of work.

- 6.0 **INFORMATION AND INSTRUCTIONS TO BIDDERS**
- 6.1 Only companies can participate in the bidding process. The following companies are eligible for participation:
- 6.1.1 Companies incorporated in India under the Indian Companies Act, 1956; or
- 6.1.2 Companies incorporated outside India.
- 6.2 Consortiums are not allowed to Bid, i.e. potential Bidders shall not be entitled to form consortiums and Bid.
- 6.3 The Bidding Document has to be purchased in the name of the Bidder.
- 6.4 Prospective Bidders interested to participate in the bidding process are required to submit their Bid in terms of the Bidding Document.
- 6.6 The Bidder must meet the qualification requirements as specified under Article 5.0 of the NIB itself.
- 6.7 The Owner reserves the right to verify the authenticity of the documents submitted for meeting the qualification requirements and request the Bidder to submit any additional information/documents. The Owner reserves the right, at its sole discretion, to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- 6.8 The Bidders will be required to continue to maintain compliance with the qualification requirements throughout the Bid process and till the signing of the Contracts. If the Bidder fails to comply with the aforesaid provisions then its Bid shall be rejected.
- 6.9 The Bidder shall disclose in the prescribed form (Form-P) if any of its directors have any relatives working with the Owner. For the purposes of this disclosure the word "relative" shall have the meaning prescribed to it under Section 6 of the Indian Companies Act, 1956.
- 6.10 Bidder participating in this Bid process shall not have a conflict of interest. If a Bidder is found to have a conflict of interest then its Bid may be liable for rejection. A Bidder shall be considered to have a conflict of interest in this Bid process if:
- 6.10.1 If Bidder submits more than one Bid, either individually or as a joint venture partner in another bid or any of its Affiliates separately participate directly or indirectly in the Bid process; or

6.10.2 If Bidder has relatives working with the Owner as disclosed pursuant to Form-R and such a conflict has not been resolved in a manner acceptable to the Owner.

7.0 **COST OF BIDDING**

7.1 All the costs and expenses incidental to preparation of the Bid, discussions and conferences, if any, including pre-bid conference, pre-award discussions with the Bidders, technical and other presentations including any demonstrations, etc. shall be to the account of the Bidders and OTPC shall bear no liability whatsoever on such costs and expenses regardless of the conduct or outcome of the Bid process.

8.0 **CONTENT OF BIDDING DOCUMENT**

8.1 The following 5 (five) parts shall collectively constitute the "**Bidding Document**":

Part-A: - NIB and this ITB;

Part-B: - Horticulture Services Contract for horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura..

(The technical specifications as provided in Annexure-3 to Part-B including Bill of Quantity (BoQ) shall hereinafter collectively be referred to as "**Technical Specifications**");

Part-C: - Bid Forms and Schedule of Prices including Unit Prices

8.2 The Bidder is expected to examine all instructions, Forms, terms, specifications and other information in the Bidding Document. If the Bidder fails to furnish all information required in the Bidding Document or submits a Bid, which in the sole discretion of the Company is not responsive to the Bidding Document then such Bid may be liable for rejection.

8.3 The Bidder shall ensure that the contents of the Bidding Document shall be kept confidential and shall be used only for the purpose of making the Bid.

9.0 **CLARIFICATION OF BIDDING DOCUMENT**

9.1 A prospective Bidder requiring any clarification of the Bidding Document may notify the Owner in writing at the Owner's **e-mail address** indicated in Article 10.0 below in the prescribed format (Form-E) and prior to the time specified under the NIB.

9.2 Any clarification issued by the Owner, pursuant to the queries raised by the Bidders shall be notified to the Bidders who have purchased the Bidding

Document in writing (**through e-mail**) at the address (**e-mail**) notified by such Bidder to the Owner. The Owner will also upload such clarifications on its website (www.otpcindia.in) for information of all concerned Bidders. The Bidders must check the website of the Owner to see if any clarifications have been uploaded on it.

10.0 ADDRESS FOR COMMUNICATION

DGM (Contracts) / Manager (Engg.)
ONGC Tripura Power Company Limited
6th Floor, IFCI Tower,
61, Nehru Place
New Delhi – 110 019
India
Tel. No. +91-11-26402100
Fax No. +91-11-26227532 / 26227533
E-mail: Both to samarjeet.thakur@otpcindia.in and
karan.bakshi@otpcindia.in

11.0 BIDDER TO INFORM ITSELF FULLY

11.1 Local Conditions

11.1.1 It is imperative for each Bidder to fully inform itself of all local conditions, factors and Applicable Law that may have any effect on the performance of the services and provision of supplies covered under the Bidding Document. The Owner shall not entertain any request for clarification from the Bidder regarding such conditions, factors and Applicable Law.

11.1.2 It is understood and agreed by Bidders that such conditions, factors and Applicable Law will have to be properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the services and providing the supplies within the provided timeframe. The Owner shall assume no responsibility for any understandings or representations concerning conditions, factors and Applicable Law made by any of its officers or agents prior to issuance of Letter of Award. No claim whatsoever in this regard, including those for financial adjustment to the Contracts will be considered by the Owner. The Owner shall not permit any changes to the time schedule of the Contracts or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution/performance of the Contracts.

11.2 Site Condition

- 11.2.1 The Bidder is advised to visit and examine, at its own expense the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contracts.
- 11.2.2 The Bidder including its personnel or agents shall be granted permission by OTPC to enter upon the Site for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents shall release and indemnify OTPC and its personnel and agents from and against all liability in respect thereof and Bidder will be responsible for death or personal injury, loss of or damage to property and any other loss, damage costs and expenses incurred as a result of such inspection.
- 11.3 The Bidder shall be deemed prior to submitting its Bid to have:
- 11.3.1 made itself fully conversant with the Horticulture Services Contract, Technical Specifications including Bill of Quantity, other Bidding Documents and other relevant information and satisfied themselves as to the nature and character of the services and supplies to be provided;
- 11.3.2 satisfied itself as to the means of communication with and access to and through the Site and transportation route, the accommodation it may require and the precautions and the times and methods of working;
- 11.3.3 satisfied itself as to the nature of the services and supplies and materials necessary for the provision of services and supplies;
- 11.3.4 obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Contract Price and its obligations under the Contracts;
- 11.3.5 ascertained the general labour position at the Site and in transportation route. In particular, but without prejudice to the generality of the foregoing, the Contract Price shall include all costs of labour including any shift or overtime working, incentives, allowances and the like and for all costs associated with the transport of labour and all necessary canteen, messing and accommodation facilities or the like required for the execution and completion of the obligations under the Contracts.
- 12.0 **LOCAL EMPLOYMENT**
- 12.1 The Bidder shall employ local people under the unskilled workmen category.
- 12.2 The Bidder is expected to give preference to the local people in employment of staff and skilled workmen for carrying out the works, wherever such local people with requisite skills are available.
- 13.0 **CHANGE IN SHAREHOLDING/CONTROL**

13.1 No change in the Control of the Bidder shall be permitted from the date of submission of the Bid till the date of execution of the Contracts. If a change in Control of the Bidder occurs during such period then the Bidder's Bid may be liable for rejection. After execution of the Contracts, no change in Control of the Bidder shall be permitted without the prior approval of the Owner.

14.0 **GENERAL**

14.1 Any information provided in the Bidding Document or obtained from OTPC shall not in any way relieve the Contractor from its responsibility to perform/provide the services and supplies in accordance with the Technical Specifications including any supply or service which may not have been specifically mentioned in the Technical Specifications or drawings, but is otherwise necessary to ensure safe and timely Completion of Services.

15.0 **AMENDMENT/ADDEDNDUM OF BIDDING DOCUMENT**

15.1 At any time prior to the deadline for submission of Bids, the Owner may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify, amend or supplement the Bidding Document by issuing an amendment/addendum.

15.2 The amendment/addendum will be part of the Bidding Document. All such amendment/addendum will be notified in writing (by post or through e-mail) to all prospective Bidders who have purchased the Bidding Document at the address notified by such Bidders and such amendment/addendum will be binding on them and it will be assumed that the information contained therein has been taken into account by the Bidder in its Bid.

15.3 All such amendment/addendum will be uploaded on the website of the Owner (www.otpcindia.in) for information of all concerned Bidders. The Bidders must check the Owner's website to see if any amendment/addendum has been uploaded on it.

15.4 The Owner may, at its discretion, extend the deadline for the submission of Bids. Such extension shall be uploaded on the website of the Owner (www.otpcindia.in) and shall be notified (through post or e-mail) to the prospective Bidders who have purchased the Bidding Document.

16.0 **CONCESSION/EXEMPTIONS PERMISSIBLE UNDER LAW/STATUTES**

16.1 While preparing the Bid, Bidder will consider all concessions/exemptions permissible under Applicable Law. The Bidder shall provide a detailed break up of all the taxes considered by it while preparing the Bid. It will be responsibility of Successful Bidder to take all necessary steps in order to avail all concessions/exemptions permissible under Applicable Law including

the benefit under any Act of Govt. of India failing which it shall have to bear extra cost where it fails to avail concessional rates/exemptions of levies like customs duty, excise duty, goods & services tax, sales tax etc., as applicable.

17.0 **PREPARATION OF BID**

17.1 **Language of Bids**

17.1.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid, exchanged between the Bidder and the Owner, shall be in English language. A certified English translation from an official translator (of the relevant country) should be provided in the event any of the documents submitted is in a language other than English. In which case, for purposes of interpretation of the Bid, the translated copy shall prevail.

17.2 **Documents comprising the unpriced techno-commercial bid ("Unpriced Techno-Commercial Bid")**

Bidder shall include following document in its Unpriced Techno-Commercial Bid:

17.2.1 Bidder's profile (Form-A);

17.2.2 Schedule of present commitment and past experience (Form-B);

17.2.3 Audited financial information (along with relevant documents) for last 3 (three) financial years (Form-C);

17.2.4 Tools & equipments mobilization plan (Form-D);

17.2.5 Pre-Bid queries, if any (Form-E);

17.2.6 Bid proposal letter (Form-F);

17.2.7 Schedule of technical deviation (Form-G);

17.2.8 Schedule of commercial deviation (Form-H);

17.2.9 Undertaking on Bid validity period (Form-I);

17.2.10 Letter of acknowledgement of receipt of Bidding Document (Form-J);

17.2.11 Letter of Authority along with board resolution authorizing the person signing the Bid on behalf of the Bidder (Form-K);

- 17.2.12 Technical approach & methodology for horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura. (Form-L);
- 17.2.13 Original Bid Security furnished in accordance with (Form-M)
- 17.2.14 Declaration confirming knowledge about Site condition (Form-N);
- 17.2.15 Disclosure of relationship of the directors of the Bidder with any employee of OTPC (Form-P);
- 17.2.16 Declaration of compliance with Technical Specifications (Form-Q);
- 17.2.17 Original copy of Bidding Document duly signed and stamped on all pages;
- 17.2.18 Contract Performance Bank Guarantees – **Blanked** (Annexure-4 of the Contract);
- 17.2.19 Schedule of Prices – **Blanked** (Form 1-A, Form 1-B, Form 1-C & Form 1-D);
- 17.2.20 A disclosure statement regarding participation of any of its Affiliate in this bidding process (Form R);
- 17.2.21 Format for Net Worth Certificate to be issued by a reputed auditor (Form-S);
- 17.2.22 Format for Manpower Mobilization Plan (Form-V);
- 17.2.23 Certified copy of memorandum of association and articles of association of the Bidder (certified by a director or company secretary);
- 17.2.24 List of similar works completed by Bidder. Bidder to give name, location, capacity, etc., of plant and relevant contract details years when it completed such systems;
- 17.2.25 Documents required to establish the qualification requirements, as set out in Clause 5.0 of the NIB, such as client certificates, copy of relevant reports under contracts, etc.;
- 17.2.26 Any other relevant information which Bidder would like to submit in support of its Bid;
- 17.2.27 Check-list of Bid Security; and
- 17.2.28 Checklist for the Bid submission as per the format prescribed in Annexure 2.
- 17.3 **Documents comprising the Price Bid ("Price Bid")**
- 17.3.1 Bidder shall include following document in its Price Bid:

Schedule of prices (Form 1-A, Form 1-B, Form 1-C & Form 1-D).

- 17.3.2 Bidders shall quote their prices strictly as per formats of schedule of prices i.e., Form 1-A, Form 1-B, Form 1-C & Form 1-D.
- 17.3.3 In the event there is any discrepancy between the lump sum Contract Price stated in Form 1-A and the break up in Form 1-B and Form-1D, then the price stated in Form 1-A shall prevail. In such a case, the Bidder shall provide the break up in Form 1-B and Form 1-D to the Owner again immediately on its request.
- 17.3.4 Schedule of Prices shall be submitted duly signed and stamped on each page as a PASSWORD PROTECTED SCANNED PDF FILE named as "**Priced Bid – Schedule of Prices**". THE PASSWORD OF THE FILE SHALL BE **SENT ONLY AT THE EMAIL ADDRESSED TO MD, OTPC: SANIL.NAMBOODIRIPAD@OTPCINDIA.IN** In case of any correction in the Priced Commercial Bid, Bidder shall put its signature & stamp on the corrections.
- 17.3.5 Whenever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats only and shall refrain from referring to any other document for providing any information required in the prescribed format.

18.0 **BIDDING DETAILS**

- 18.1 The Bidder should note that:
- a. The Bidder may be shortlisted based on the declarations made by it in the Bid, but the documents submitted along with the Bids may be verified by the Owner before signing of Contracts;
 - b. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the Owner may reject such Bid and/or cancel the Letter of Award, if issued. In such case the Bid Security and the Contract Performance Bank Guarantees (if provided) shall stand forfeited and shall be encashed by the Owner;
 - c. If it is found that the Bidder has concealed any material information or has made a wrong/misleading statement or is found to have misrepresented facts in its Bid, after the Contracts are executed, the consequences specified in Contracts shall apply;
 - d. Bids submitted by the Bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to the Bidder;

- e. All pages of the Bid submitted must be initialed by the person authorized by the Bidder in accordance with Form-K;
- f. No change or supplemental information to the Bid will be accepted after the scheduled date and time of submission of the Bid. Owner reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid;
- g. Bids not submitted in the specified formats may be liable for rejection by Owner;
- h. Bidders delaying in submission of additional information or clarifications sought may be liable for rejection; and
- i. The courts at New Delhi shall have exclusive jurisdiction in all matters pertaining to the bidding process.

19.0 **PRICES**

- 19.1 The Contract Price and unit prices shall remain fixed and firm during the term of the Contracts. No price variation or escalation shall be allowed for any reason whatsoever.
- 19.2 The Contract price shall include entire scope of work as described in (i) Part-B: Horticulture Services Contract including technical specification and (ii) Bill of quantity for horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.
- 19.3 The Contractor shall furnish prices based on the details provided in the bidding documents. It must be clearly understood that the Contractor have to strictly furnish the prices based upon technical specification and drawings.
- 19.4 The Contract Price shall also include all taxes, duties, levies and charge applicable on the scope of services and supplies covered under the Bidding Document. The Bidder shall provide such break up of the Contract Price and taxes, duties, levies and charges on the same, in Form 1-B. Bidders are also required to provide the taxes, duties, etc. assumed by them on the price of goods and services separately in Form 1-C. Except as provided under the Contracts, if a particular cost is not included in the break up provided by the Bidder in Form 1-B, then the same shall not be payable to the Bidder under the Contracts.
- 19.5 The Bidder shall prepare the Bid based on the details provided in the Bidding Document. It must be clearly understood that the quantities, specifications and drawings are only indicative and intended to give the Bidders an idea about the order and magnitude of the services and supplies and are not in

any way exhaustive and guaranteed by the Owner. Bidder shall carry out its own due diligence of the Site in accordance with the requirement of Bidding Document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bidding Document. Contract Price shall also include any additional supply or services beyond those specified in Bidding Document required for successful horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

- 19.6 The Contract Price shall be provided by the Bidder in INR only. In the event the Price Bid submitted by a Bidder is in foreign currency, the Bid shall be rejected.
- 19.7 The Contract Price shall be paid in INR only. The Contract Price quoted in the Bid shall include all of the Bidder's costs/expenditures for executing the Contracts in a satisfactory manner, including non-personnel and personnel cost, cost for all approvals and consents required under Applicable Law and also including all costs towards but not limited to mobilization and demobilization, deployment of manpower, tools & tackles, material handling equipments, etc. as specified in the Bidding Document.
- 19.8 The Owner may ask the Contractor to procure additional items/materials required for the performing the obligations under the Contracts during the term of the Contracts. The Contractor shall arrange for such items on mutually agreed basis.

20.0 **SUBMISSION OF BIDS / BIDDING SYSTEM**

- 20.1 Two part bid system (Part-1: Unpriced Techno-Commercial Bid and Part-2: Price Bid) shall be followed as described in this Clause. The Bid shall be submitted only in the name of the Bidder. The Bid shall be filled completely in all respects and shall be submitted together with requisite information and Forms. It shall be complete and free from ambiguity, change or interlineations.
- 20.2 The original Bidding Document as downloaded by the Bidder from OTPC website along with Bid prepared by Bidder, in original, and all other required Forms as given in Article 17.0 above, any descriptive literature and any other information required to be furnished by the Bidder shall together constitute the Bid.
- 20.3 The Bidder shall submit its Bid Online as per the procedure given in Part: C. the Unpriced Techno-Commercial Bid, (containing all the Forms and documents stated in Clause 17.2.1 to Clause 17.2.28) and Price Bid (Form 1-A to Form 1-C as stated in Clause 17.3.1) duly filled-in shall be submitted online separately. The words "Unpriced Techno-Commercial Bid" shall be clearly super scribed on the file containing the Unpriced Techno-Commercial Bid and "Price Bid – Schedule of Prices – Do Not Open" shall be clearly super scribed on the file containing the Price Bid.

20.4 Submission of Bids by fax/telex/e-mail will not be accepted and Bids submitted by any of these modes shall be rejected. However, the schedule of technical deviation (Form-G), the schedule of commercial deviation (Form-H) and such other Forms as may be requested by the Owner during the evaluation of the Bids, will be submitted by the Bidders in soft copy (through e-mail).

20.5 OTPC reserves the right to reject any Bid, which is not submitted according to the instructions stipulated above.

20.6 **Signing Of Bids**

20.6.1 Bid(s) must be signed with the legal name of the Bidder and by the president, managing director or by the company secretary or other person or persons authorized to sign and submit the Bid on behalf of such Bidder.

20.6.2 Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall be furnished with the Bid in accordance with Form-K.

20.6.3 The Bidder's name stated on the proposal shall be the exact legal name of the company.

20.6.4 Erasures or other changes in the Bid shall be over the initials of the persons signing the Bid.

20.6.5 Bids not conforming to the above requirements of signing may be liable for rejection.

21.0 **DEADLINE FOR SUBMISSION OF BIDS**

21.1 Bids must be received by the Owner at the address specified in NIB not later than 16:00 hours on the prescribed date in the NIB.

21.2 Owner may, at its discretion, extend the deadline for submission of Bids by amending the Bidding Document in which case all rights and obligations of the Owner and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21.3 Bids to be submitted along with the details of UTR no. against which payment is made to OTPC for purchase of bidding document in PDF format from OTPC website. Bids submitted without paying bidding document purchase fee shall be rejected.

22.0 **LATE BIDS**

22.1 Bids received after the date and time of submission specified in NIB shall be rejected.

23.0 **VALIDITY OF BID**

23.1 Bid shall remain valid for acceptance by the Owner for a period of 180 (one hundred and eighty) days from the date of opening of Unpriced Techno-Commercial Bid. During this period the Bidder shall not withdraw or amend its Bid. A Bid valid for a shorter period shall be rejected by the Owner as being non-responsive. An undertaking as per **Form-I** in this regard shall be included in the Bid.

23.2 The Contract Price quoted shall remain fixed and firm till expiry of the Contracts.

23.3 Notwithstanding Clause 23.1 above, the Owner may obtain the Bidder's consent to extend the validity period of its Bid, as required. The request and response thereto shall be made in writing. The Bidder accepting the request will not be permitted to modify its Bid and Bidder shall be required to extend the validity of its Bid Security correspondingly.

24.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

24.1 The Bidder may modify or withdraw its Bid after submission, provided that written notice of the modification or withdrawal is received by OTPC prior to the deadline prescribed for Bid submission.

24.2 No Bid shall be allowed to be withdrawn during the period between the Bid submission deadline and the expiration of the Bid validity period. If a Bidder withdraws or makes an unsolicited modification to its Bid during this period then its Bid shall be rejected and its Bid Security shall stand forfeited and shall be encashed by the Owner.

24.3 In case any clarification are sought by Owner after opening of Bids then the replies of the Bidders shall be restricted to clarifications sought.

25.0 **BID SECURITY**

25.1 The Bidder shall furnish, as part of its Bid, a Bid Security. **The Bid security amount shall be for INR 1,00,000/- (Rupees One Lakh only)** and shall be submitted along with Unpriced Techno-Commercial Bid. Bid Security issued by foreign banks from the list of Acceptable Banks is to be endorsed by the New Delhi, India branch of the same bank or State Bank of India, New Delhi branch. Any claim under the Bid Security shall be payable in New Delhi, India.

The Bid Security has to be stamped in accordance with Applicable Law. The Bid Security has to be in the name of the Bidder.

In order to facilitate the Bidders to submit the bank guarantees (the Bid Security and the Contract Performance Bank Guarantees) as per the prescribed format and in line with the requirements, checklist at Annexure-3 has been attached. Bidders are advised to take note of this checklist while submitting the Bid Security and submit the completed checklist along with the Bid Security. The Successful Bidder shall also use and submit this completed checklist at the time of submitting the Contract Performance Bank Guarantees.

In order to facilitate the Bidders to submit the Bid Security, alternatively Bidder may remit the Bid Security amount thru NEFT transaction in ONGC Tripura Power Company Limited bank account details of which are provided in clause no. 6.20.4 of NIB.

- 25.2 Offer without Bid Security shall not be considered and shall be rejected.
- 25.3 The Bid Security validity shall be as per Clause 2(j) of the NIB.
- 25.4 The Bid Security shall specifically bind the Bidder to keep its offer valid for acceptance and to abide by all the conditions of the Bidding Document in the event the Owner desires to award the Contracts to the said Bidder. The Owner shall have an unqualified option under the Bid Security to invoke the same and claim the amount there under in the event the Bidder fails to keep the Bid valid up to the date specified or refusing to accept work and carry it out in accordance with the Bidding Document, if the Owner decides to award the Contracts to the Bidder.
- 25.5 The Owner shall arrange to release the Bid Security in respect of unsuccessful Bidders , or pay the cheques in the name of the Bidder , in case, the Bidder has submitted the Bid Security in the form of demand draft as soon as possible, after the Successful Bidder furnishes Contract Performance Bank Guarantees and
- 25.6 The Bid Security in respect of the Successful Bidder shall be released after receipt of Contract Performance Bank Guarantees.
- 25.7 The Bidder shall also undertake that the validity of the Bid Security shall be extended suitably until it furnishes to the Owner Contract Performance Bank Guarantees for the specified value in the event of the Bidder becoming the Successful Bidder.
- 26.0 **CONDITIONS FOR FORFEITURE OF BID SECURITY**

26.1 In addition to the other conditions specified in this ITB for forfeiture of Bid Security the Bidder shall be considered to be in breach of the terms and conditions of the Bidding Documents upon the occurrence of any of the following conditions and in each such case the Bid Security shall stand forfeited and shall be encashed by the Owner:

26.1.1 the Bid is withdrawn during the Bid validity period or extension thereof;

26.1.2 the Bid is varied or modified in a manner not acceptable to Owner during the Bid validity period or extension thereof or after issue of Letter of Award by the Owner, but prior to signing of the Contracts;

26.1.3 the Successful Bidder is seeking modification to the agreed terms and conditions after issue of Letter of Award; or

26.1.4 the Successful Bidder fails to furnish Contract Performance Bank Guarantees within 15 (fifteen) days of issue of Letter of Award.

27.0 **OPENING OF BIDS BY OWNER**

27.1 Unpriced Techno-Commercial Bids shall be opened at the time, date and place mentioned in Article 2.0 of the NIB.

27.2 Price Bids of qualified bidders after evaluation of Unpriced Techno-Commercial Bids in accordance with Article 29.0 of this ITB shall be opened. The time and date of the opening of the Price Bids shall be intimated separately to the qualified bidders by the Owner by giving at least 3 (three) days prior notice. However, considering the Covid-19 pandemic and Govt. guidelines, notice for opening of price bid to qualified bidders may not be issued.

27.3 -Deleted.

27.4 The Owner at its discretion, if considered appropriate, shall announce at the time of opening of Unpriced Techno-Commercial Bids, the Bidder's names, presence and absence of requisite Bid Security and such other details.

27.5 The Owner at its discretion, if considered appropriate, shall announce at the time of opening of Price Bids, the Bidder's name, its Contract Price and such other details.

28.0 **CLARIFICATION OF BIDS**

28.1 During Bid evaluation, OTPC may, at its discretion, ask the Bidder for clarification of its Bid. The request for clarification and the response shall be

in writing, and no change in the Contract Price or substance of the Bid shall be sought, offered or permitted.

29.0 **EVALUATION**

29.1 The evaluation process comprises of the following two steps:

Step I - Responsiveness check; and

Step II - Bid evaluation.

29.2 **Step I - Responsiveness check**

The Bid submitted by the Bidder shall be scrutinized to establish "Responsiveness". Each Bidder's Bid shall be checked for compliance with the submission requirements set forth in this ITB.

Any of the following conditions shall cause the Bid to be "Non-responsive":

- i) Bid not received by the due date and time;
- ii) Bid having a conflict of interest as described in Clause 6.10 of this ITB;
- iii) Bids that are incomplete or which do not meet the requirements prescribed in the Bidding Document; or
- iv) Bids not including the requisite Forms and not being submitted in accordance with the process prescribed in the ITB.

29.3 **Step II - Bid evaluation**

29.3.1 Bids shall be evaluated based on the information/documents furnished by the Bidder as part of the Bid. Hence Bidders are advised to ensure that they submit complete, appropriate and relevant supporting documentation along with their Bid in the first instance itself. Bids not complying with the requirements of the Bidding Document shall be rejected.

29.3.2 Each figure stated shall also be repeated in words and in the event of a discrepancy between the amount stated in figures and words, the amount quoted in words shall be deemed to be the correct amount. Bids submitted with any qualifying expressions may be liable for rejection.

29.3.3 The Owner shall determine to its satisfaction whether the Bidder which has submitted the Unpriced Techno-Commercial Bid is qualified to satisfactorily perform the obligations under the Contracts in terms of the qualifying requirements.

29.3.4 An affirmative determination shall be a prerequisite for further evaluation including technical evaluation of the Unpriced Techno-Commercial Bid of the Bidder. Upon a negative determination the Bidder's Bid shall be rejected.

30.0 **LETTER OF AWARD AND NOTICE TO PROCEED**

30.1 Prior to the expiration of the period of Bid validity, the Owner shall notify the Successful Bidder in writing by registered letter or by fax that its Bid has been accepted ("**Letter of Award**" or "**LOA**").

30.2 The Owner shall award the Contracts to the Successful Bidder whose Bid has been determined to be substantially responsive and acceptable to the Owner, provided that the Bidder is determined to be qualified to perform the Contracts satisfactorily.

30.3 Except for the technical deviations listed in Form-G and commercial deviation listed in Form-H to the Bid (to the extent accepted by Owner), the Bidder shall be required to comply with all requirements of the Bidding Document without any extra cost to the Owner, failing which the Bid may be liable for rejection and in case the Bid is rejected such Bidder's Bid Security may be forfeited.

30.4 The Letter of Award and the Bidder's acceptance of Letter of Award shall mean that the Contracts have been deemed to be concluded. The Letter of Award and acceptance of Letter of Award shall constitute a binding contract between the Successful Bidder and the Owner. The Contracts shall be deemed to have come into effect from the date of Letter of Award.

30.5 Upon the Successful Bidder furnishing the Contract Performance Bank Guarantees, the Owner shall promptly notify each unsuccessful Bidders and shall return/discharge their Bid Security

31.0 **SIGNING OF THE CONTRACT**

31.1 The Successful Bidder in whose favour the Letter of Award has been issued by the Owner shall execute the following contract with the Owner:

31.1.1 Horticulture Services Contract: For providing horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

31.2 Within 30 (thirty) days from the date of Letter of Award, the Successful Bidder shall sign the Contracts with the Owner. Any payment under the Contracts shall be made only after signing of Contracts and as per terms & conditions of the Contracts.

32.0 **CONTRACT PERFORMANCE SECURITY**

- 32.1 Within 15 (fifteen) days of issuance of Letter of Award, the Successful Bidder shall furnish to the Owner Contract Performance Bank Guarantee in accordance with the terms of the Contract for an amount equivalent to 10% (ten percent) of the contract price of the Horticulture Services Contract.

The Successful Bidder shall also submit the completed checklist (as provided in Annexure 3 to this ITB) at the time of submitting the Contract Performance Bank Guarantees.

- 32.2 The Contract Performance Bank Guarantees to be submitted by Contractor shall be from an Acceptable Bank and in terms of the format provided in Annexure-4 of Civil Construction Contract.

Any claim under the Contract Performance Bank Guarantees shall be payable in New Delhi, India. The Contract Performance Bank Guarantees have to be stamped in accordance with applicable law.

33.0 **OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 33.1 The Owner reserves the right to reject any Bid without stating reasons if in Owner's opinion:

33.1.1 The Bid is incomplete / non-responsive;

33.1.2 Any condition of the Bid is in conflict with the terms of the Bidding Document; or

33.1.3 After reviewing the Bid if the suitability of the offered services and supplies, for the Site conditions is in doubt.

33.2 The Owner reserves the right to accept or reject any or all Bids in part or full or cancel the Bidding Document, at any time prior to issuance of Letter of Award, without assigning any reason and without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

33.3 In the event the Owner decides to reject any or all Bids or cancel the Bidding Document for any reason whatsoever, it may in its sole discretion, ask for revised Bids or invite fresh Bids by issuing a new tender.

34.0 **REPRESENTATION FROM THE BIDDER**

- 34.1 The Bidder(s) can submit representation(s) if any, in connection with the Bid process, directly only to:

Attn: DGM (C&M)
Address: ONGC Tripura Power Company Limited
6th Floor, IFCI Tower,
61, Nehru Place,
New Delhi – 110019
Phone: +91-11-26402100
E-mail: Both to samarjeet.thakur@otpcindia.in and
karan.bakshi@otpcindia.in

35.0 **CORRUPT, FRAUDULENT, ETC. PRACTICES**

35.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the Letter of Award. Notwithstanding anything to the contrary contained herein, or in the Letter of Award, the Owner may reject a Bid, withdraw the Letter of Award, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice or Obstructive Practice in the Bid process *inter alia*, the Owner's Bid evaluation, Bid comparison or the decision to issue Letter of Award. In such an event, the Bid Security shall stand forfeited and the Owner shall be entitled to encash the Bid Security, without prejudice to any other right or remedy that may be available to the Owner hereunder or otherwise.

35.2 The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received pursuant to the Bidding Document. Bidders are advised not to depute any of their personnel or agents to visit the Owner's or its consultant's office for making such inquiries.

36.0 **REQUIREMENT REGARDING LABOUR LAWS**

36.1 The Successful Bidder shall prior to mobilization for services to be provided, (i) furnish valid employee provident fund (EPF) code number together with supporting relevant document duly notarized by notary public to this effect; (ii) obtain licenses under Contract Labor (Regulation and Abolition) Act, 1970 read with rules framed there under and under any other regulations required to be obtained under Applicable Law in relation to the labour being employed by it and furnish the same to the Owner. If the Successful Bidder fails to obtain such licenses/permits then the Letter of Award shall be cancelled or terminated without any further notice and its Bid Security and/or Contract Performance Bank Guarantees shall stand forfeited and the Owner, without prejudice to any other rights it may have hereunder or otherwise shall be entitled to encash the Bid Security and/or Contract Performance Bank Guarantee.

36.2 The Bidder shall ensure compliance of all Applicable Laws with respect to employment and regulation of labour for performing the obligations under the Contracts including but not limited to Minimum Wages Act, 1948 Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Contract Labour (Regulation and Abolition) Act, 1970.

37.0 **TERM OF CONTRACT**

37.1 The Successful Bidder shall successfully provide horticulture maintenance and landscaping services for a continuous period of Twelve (12) months from the Effective Date of Contract. Period for horticulture service may be extended by another twenty four (24) months based on performance to be evaluated at the end of the each twelve (12) month period.

-----End-----

ANNEXURE -1

LIST OF ACCEPTABLE BANKS

Foreign banks

Sl. No.	Name of Banks
1.	Citigroup, USA
2.	HSBC Holdings, United Kingdom
3.	Standard Chartered

Indian Banks

Sl.No	Name of Banks
1.	Allahabad Bank
2.	Bank of Baroda
3.	Bank of India
4.	Canara Bank
5.	Indian Bank
6.	Oriental Bank of Commerce
7.	Punjab National Bank
8.	State Bank of India
9.	Axis Bank
10.	ICICI Bank
11.	Indusind Bank
12.	HDFC Bank

ANNEXURE - 2

FORM OF CHECK LIST FOR THE BID SUBMISSION

Part A: Unpriced Techno-Commercial Bid

S.No	Document to be submitted	Response (Yes/No)
1.	Bidders profile (Form-A).	
2.	Schedule of present commitment and past experience (Form-B).	
3.	Audited financial information for last three financial year (Form-C).	
4.	Tools & equipments mobilization plan (Form-D).	
5.	Pre-Bid queries (Form-E).	
6.	Bid proposal letter (Form-F).	
7.	Schedule of technical deviation (Form-G).	
8.	Schedule of commercial deviation (Form-H).	
9.	Undertaking on price validity period (Form-I).	
10.	Letter of acknowledgement of receipt of Bidding Document (Form-J).	
11.	Letter of authority along with board resolutions authorizing the person signing the Bid (Form-K and Annexure-1).	
12.	Technical approach & methodology for Horticulture Maintenance and Landscaping (Form-L) (along with all relevant documents as requested under this Form attached.).	
13.	Original Bid Security furnished in accordance with Form-M.	
14.	Check-list of Bid Security duly complete.	
15.	Declaration confirming knowledge about Site condition (Form-N).	
16.	Disclosure of relationship in OTPC (Form-P).	

S.No	Document to be submitted	Response (Yes/No)
17.	Declaration of compliance with Technical Specifications (Form-Q).	
18.	A disclosure statement (Form R)	
19.	Net Worth Certificate issued by a reputed auditor (Form-S)	
20.	Original copy of Bidding Document duly signed and stamped on all pages.	
21.	Contract Performance Bank Guarantees – Blanked.	
22.	Schedule of Prices (Form 1-A, Form 1-B, Form 1-C, & Form 1-D) – Blanked.	
23.	List of contracts horticulture services completed by Bidder. Bidder to give name, location, capacity, etc., of projects and relevant contract details, years when it completed such works.	
24.	Memorandum of Association and Articles of Association of the Bidder	
25.	Documents required to establish the qualification requirements as set out in Article 5.0 of the NIB such as client certificates, copy of relevant reports under contracts, etc.	
26.	Any other relevant information.	
27.	A copy of this checklist duly completed.	

Part B: Price Bid

S.No	Document to be submitted	Response (Yes/No)
1.	Schedule of Prices (Form 1-A, Form 1-B, Form 1-C, & Form 1-D)	

ANNEXURE - 3**FORM FOR CHECK LIST FOR BANK GUARANTEES**
(THE BID SECURITY AND THE CONTRACT PERFORMANCE BANK GUARANTEE)

S. No.	Details of checks	YES/NO.
a)	Is the bank guarantee on non-judicial stamp paper of appropriate value, as per applicable Stamp Act of the place of execution?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the signature of stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of bank guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the bank guarantee has been issued. Also the stamp paper should not be older than six months from the date of execution of bank guarantee)?	
c)	In case of bank guarantees from banks abroad, has the bank guarantee been executed on letter head of the bank endorsed by SBI, New Delhi India?	
d)	Has the executing officer of bank guarantee indicated his name, designation and power of attorney number/signing power number on the bank guarantee?	
e)	Is each page of bank guarantee duly signed/initialed by executant and whether stamp of bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of bank as required in the prescribed pro forma?	
f)	Does the bank guarantees compare verbatim with the pro forma prescribed in the Bidding Document?	
i)	Are the factual details such as Bid Document number/ Specification number/ LOA number (if applicable)/amount of bank guarantee and validity of bank guarantee correctly mentioned in the bank guarantee?	
j)	Whether overwriting/cutting if any on the bank guarantee have been properly authenticated under signature & seal of executant?	
k)	Whether the bank guarantee has been issued by a bank in line with the provisions of Bidding Document?	