



RATNAGIRI GAS & POWER PRIVATE LIMITED
Promoters: NTPC Ltd. & GAIL (India) Ltd



Ref. No. RGPPL/C&M/CS-2943/OT-156
Sub: Sale Disposal used/scrap packing wood

Date: 04.03.2021

NIT / Tender Ref No.

RGPPPL/C&M/CS-2943/OT-156 dtd. 04.03.2021

“Sale Disposal of used/scrap packing wood”

Last date of bid submission: 19.03.2021 15:00 Hrs

Bid Opening on: 19.03.2021, 15:30 Hrs
at RGPPL Site, Anjanwel, Ratnagiri, MH - 415634

Corporate Identification Number: U40105DL2005 PTC138458

Registered Office : NTPC Bhawan, Core-7, SCOPE Complex 7, Institutional Area, Lodi Road, New Delhi 110003

Noida Office : The Landmark, Second Floor, Plot No. A35, Sector 2, Noida-201301 (U.P), Tel: 0120- 4148900, Fax: 0120-4148913

Mumbai Office : Samruddhi Venture Park, 5th Floor, MIDC, Marol, Andheri (E), Mumbai - 400093. Tel: 022- 28216613, Fax: 022-28269057

Project Site : PO RGPPL Anjanwel, Taluka Guhagar, Distt. Ratnagiri (Maharashtra) 415634, Tel: 02359- 241073, Fax: 02359- 241118





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Dear Bidders,

Please find enclosed one complete set of Tender Document for the cited work in the following order, with a request to submit your Bid after necessary compliance:

Sections	Contents
	General Guidelines
Section-I	Instruction to Bidders & Terms and conditions
Section-II	Forms and Annexures
Section-III	Scope of work, Technical specifications and Special terms & conditions
Section-IV	Price schedule/BOQ/SOR

Bidding System	Single Stage Bidding (02 Envelope Systems)	
A complete set of bidding documents may be downloaded from NTPC website www.ntpctender.com & RGPPL web site www.rgppl.com and submit the same by utilizing the downloaded document.		
Details of RGPPL's bank account	Name of account Holder: - RATNAGIRI GAS & POWER PVT LTD Name of Bank: - STATE BANK OF INDIA Account Number: - 11285480852 (Current Account) Branch: - Chiplun (Maharashtra) IFS Code: - SBIN0000350 MICR Code: - 415002865	
Tender Opening details:	<u>Envelope-I</u> <u>It must consists of following:</u> Supporting documents as mentioned in tender document, viz license / certificate(s)/reports (if any), technical offer, duly signed & stamped our tender document and other necessary documents as per tender document etc. <u>Envelope-II</u> Shall consist of Price Bid only	Bids shall be received up to 15.00 hours on 19.03.2021. Technical Bids shall be Opened on 19.03.2021 at 15.30 hrs. Place of opening of tender: C&M Dept, Ratnagiri Gas & Power Pvt. Ltd., AT & PO: Anjanwel, Taluka: Guhagar, Dist.: Ratnagiri, Maharashtra – 415 634
Envelope & Dispatch	The outside of the envelope should clearly indicate the Envelope no I or II, Name of the Bidder and his Address . In addition, the left-hand corner of the envelope or container should indicate the Name of the work, tender number, bid opening date and time . The Bidder has the option of sending the bid by Speed/Registered Post, in person only. Bids sent through any other media may not reach us within the schedule time. RGPPL takes no responsibility for delay, loss or non-receipt of tender documents within the stipulated date & time. Bids submitted by any other mode may not be accepted.	
Tender document fee	Not Applicable	
Bid Security declaration form	Bid security declaration form on company's letter head to be submitted with bid	
Special Privileges	NO MSE Exemption applicable.	
Validity Period	01 (One) month from the date of issue of LOA (details in Section-III)	

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EMS 712337

Default in Lifting	Details in Section-III
Integrity Pact	Not applicable
Any revision, clarification, addendum, corrigendum, time extension, etc. to the above tender will be hosted on the www.rgppl.com & www.ntpctender.com websites only and no separate notification shall be issued in the press. Bidders are requested to visit the website regularly to keep themselves updated.	

A prospective bidder requiring any clarification (s) of the bidding documents may notify RGPPL in writing or by fax or email at RGPPL's mailing address indicated in the bid document not later than 05 (five) days prior to bid opening date. RGPPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. RGPPL may respond in writing to the request for clarification. RGPPL's response including an explanation of the query, but without identifying the source of the query will be communicated to prospective bidders through e-mail.

For any queries, bidders may contact following personnel:

- i. Amrita, Manager (C&M)
Ph. No.: 02359-241134
e-mail: amrita.sharma@site.rgppl.com
- ii. Dipak Patil, DGM (C&M),
Ph. No.:02359-241134
e-mail: dipak.patil@site.rgppl.com

Offer consisting of any deviations with respect to any term & conditions of bid document shall be liable to be treated as **NON-RESPONSIVE** and may be rejected.
Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

This is a NIL Deviation Tender

Tender Document must be sent through Speed / registered post / In person only.
Submission of tender document in any other shall liable for rejection.

Bidder should submit signed and stamped copy of complete tender document along with the clarification/addendum/corrigendum (if any) along with the technical proposal as an acceptance of all the terms and conditions of the tender document.

Yours faithfully,
For & on behalf of RGPPL

Encl: As above

Manager (C&M)





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Section-I

INSTRUCTIONS TO BIDDERS

Corporate Identification Number: U40105DL2005 PTC138458

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INSTRUCTIONS TO BIDDERS (ITB)

PART A - GENERAL

1. INTRODUCTION:

- 1.1 **About the RGPPL:** Ratnagiri Gas and Power Pvt. Ltd (RGPPPL) is a joint venture Company promoted by NTPC Ltd & GAIL (India) Ltd., 1967 MW gas-based power generation plant. Ratnagiri Gas & Power Project is situated at village Anjanwel, Taluka – Guhagar, Dist. Ratnagiri (Maharashtra). The project site is located at a distance of approx. 10 KMs North of Guhagar Town & 50 kms from Chiplun City (On Mumbai-Goa highway).

Nearest Airport: Mumbai at a distance of 300 kms. by road.

Nearest Railway Station: Chiplun station (Mumbai–Madgaon Route, KONKAN Railways) at a distance of about 50 km from the site.

- 1.2 RGPPL, (hereinafter called "RGPPPL" or "Employer"), wishes to receive bids for the Package named in NIT/IFB/Tender Enquiry.
- 1.3 Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / RGPPL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer; Amendment/Corrigendum; Schedule of Quantity/Bill of Quantity (BOQ), appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

2. **SOURCE OF FUNDS:** Expenditure under this package is intended to be funded from internal resources and/ or borrowings by the Employer.

3. CONFLICT OF INTEREST:

- 3.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so permitted in the Bidding Documents. A Bidder who submits or participates in more than one bid in this bidding will be disqualified from the bidding.
- 3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that has been engaged by the Employer to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the execution of Works under this Invitation for Bids.

4. **BIDDER'S SITE VISIT:** The Bidders are advised to visit the Site to familiarize themselves with the nature and quantum of work and site condition and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

PART B - BIDDING DOCUMENTS

5. CONTENT OF BIDDING DOCUMENTS:

- 5.1 The set of Bidding Documents issued for the purpose of bidding includes one set of the following, which should be read in conjunction with amendments, if any, issued **Section-I:** Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT) & Instructions to Bidders (ITB)





Section-II: Forms & Annexures

Section-III: Technical Specifications and Special Conditions of Contract (SCC)

Section-IV: Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)

5.2 The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Bidding Documents, before submission of his bid. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of such bid.

5.3 **CLARIFICATION OF BIDDING DOCUMENTS:** A prospective Bidder requiring any clarification of the Bidding Document shall email the query to the concerned executive at least five days prior to the BOD. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified. EMPLOYER will upload the Clarifications on www.rgppl.com & www.ntpctender.com website. Bidders can view these clarifications.

Bidders are advised to regularly check under Clarification/Corrigendum tab regarding posting of clarification, if any.

Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the www.rgppl.com & www.ntpctender.com website.

6. **ADDENDA/ CORRIGENDA/ AMENDMENTS TO BIDDING DOCUMENTS:** At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The corrigendum/amendment will be posted in the tender on the websites only for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.

To give prospective Bidders reasonable time to take the amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.

PART C - PREPARATION OF BID

7. **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8. **LANGUAGE OF BID AND UNITS OF MEASURE:**

8.1 The bid and all correspondence and documents relating thereto exchanged by the Bidder and the Employer shall be written in English.

8.2 The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.

9. **DOCUMENTS COMPRISING THE BID:**

9.1 The bid submitted by the Bidder shall inter alia comprise of the following documents:
(a) Tender Document duly completed and signed & stamped by the Bidder, together with all Attachments as required in the tender document.

(b) BOQ duly completed and signed & stamped.

9.2 Bidding procedure shall be as specified in the NIT/SCC.

9.3 Each Bidder shall submit with his bid the following attachments:





A. TECHNO-COMMERCIAL BID

- a) **Details of PF, ESI, PAN and GSTIN Regn.** The details of registration for PF, ESI, PAN and GSTIN to be furnished.
In case GSTIN details are not provided, it shall be considered that the bidder is an unregistered dealer.
- b) **Declaration Regarding GST:** The bidder shall necessarily quote the GST applicable in the Schedule of Quantities/BOQ. However, levies, royalty, fees etc., if any, shall be included in the price.
- c) **Technical Compliance:** The bidder shall essentially confirm compliance to the scope of work and other technical requirements specified in the Technical Specifications.
- d) **'NIL' Deviations Certificate: To be submitted signed and stamped along with the bid**
Acceptance of above condition shall be considered as bidder's confirmation to the following:
(a) The provisions of Bidding Documents read in Conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) are acceptable and no deviation has been taken in this regard.
(b) Any deviation to Bidding Documents and its subsequent Amendment(s)/ Clarifications(s)/ Addenda/ Errata/ Minutes of Clarification Meeting (if any) as mentioned at (a) above found anywhere in Price Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer.
- e) **Declaration on Banning Policy (To be submitted signed and stamped):** Declaration to the effect that the Bidder shall abide by Banning Policy of the Employer displayed on RGPPL website <http://www.rgppl.com>.
- f) **Declaration on Fraud Prevention Policy (To be submitted signed and stamped)**
Declaration to the effect that the Bidder shall abide by Fraud Prevention Policy of the Employer displayed on RGPPL website <http://www.rgppl.com>.
- Note:**
I) **Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.**
- g) **PRICE BID:** In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices, taxes etc. as asked for in the BOQ. The filled Bill of Quantity (BOQ) duly signed and stamped is to be submitted in the sealed envelope clearly mentioning PRICE BID on the top of envelop.

- 1) Filling the information in the attachments with answers like "shall be given later" "or" "shall be mutually discussed and finalised" or "information already submitted at the time of enlistment" etc. shall not be accepted. Even if the information required in the attachments has been given in response to any other recent invitation for bids of the Employer or in some other reference, it is mandatory for the Bidder to give the information along with his bid as asked for. Non compliance with the above or leaving the attachment(s) blank may lead to the rejection of the bid. The information furnished by the Bidder should be consistent, correct and true. The Employer reserves the right to verify the information given and if found incorrect, the bid may be rejected.





2) A conditional Price Bid shall run the risk of rejection.

- 3) Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid.

10. BID PRICES AND PRICE BASIS:

10.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding. Bidders shall give a breakdown of the prices in the manner and detail called for in the on-line Price Schedules.

10.2 The currency of the bid and currency of payment shall be in Indian Rupees until unless specified otherwise in the SCC.

10.3 The Bidder shall fill in unit rates/prices for all items of Works described in the Bill of Quantity (BOQ). The rates/prices quoted in the Bill of Quantity shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion and functioning of the specified Works in accordance with the Bidding Documents.

The successful bidder if awarded the contract shall take sufficient care in moving the plants equipments and materials from one place to another so that they do not cause any damage to any person or the property of employer or 3rd party including overhead and under ground cables/pipelines. In the event of such damage including eventual loss of operation and operation of the plant or services in any plant or establishment as estimated by the employer or adjusted by third party shall be borne by the Contractor.

10.4 The rates/amount quoted in the Bill of Quantity (BOQ) shall be exclusive of all GST and all other taxes & duties as per GCC clause. However, levies, royalty, fees etc., if any, shall be included in the price as per GCC.

In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices, taxes etc. as asked for in the BOQ.

10.5 The Contractor shall be responsible for payment of any tax levied *on the* 'Works Contract' in accordance with the applicable GST Law or Notification(s) by the State or Central Government or other authorities and rules made thereunder including amendments, if any.

The Contract Price shall be exclusive of GST and all other taxes, duties applicable as per the rates prevailing as on seven (7) days prior to the date of bid opening.

However, the Contract Price shall be inclusive of any Seigniorage Fee or Royalties or cess or other charges payable on the quarried or mined metal, minerals or minor minerals, as the case may be, at the rate(s) prevailing within seven (7) days prior to the date of bid opening.

The rate of GST and all other taxes & duties applicable shall be quoted in the bid in the Bill of Quantities

10.6 The bidder shall necessarily declare, as part of his bid, the GST applicable in the Bill of Quantities.

The estimated value of Owner Issue Materials, if any, to be considered for working out GST liability, if applicable, as indicated in SCC.

Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.





In case of any variation between the pre-determined value and actual value of Owner Issue Material during the execution of the contract, an equitable adjustment shall be made to the applicable GST amount.

In case GST is applicable on free issue material, the Bidder must indicate the same. In case the same has not been specified by the Bidder in Forms & Procedures, GST paid by Employer shall be to Bidder's account.

GST component will be deposited with the concerned authorities by the Employer

11. BID VALIDITY:

- 11.1 The Bidder shall keep his bid valid for a period of 180 days from the date of opening of the techno-commercial bid, unless otherwise specified in the SCC, during which period the Bidder agrees not to vary, alter or revoke his bid either in whole or in part.
- 11.2 In exceptional circumstances, prior to the expiry of the original bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.
- 11.3 **WORK SCHEDULE:** The entire sale process covered under the contract of this bid shall be completed within the time specified in the SCC and further elaborated in the Technical Specifications. The Work shall be performed in time and to achieve the targets, the Contractor shall have to plan adequate mobilisation of all resources.

PART D - SUBMISSION OF BID

12. SEALING AND MARKING OF BID

Bid shall be submitted in **HARD COPY** in the manner specified elsewhere in bidding document. **No emails of the Bid shall be acceptable.**

- 12.1 Documents to be submitted in physical form shall be sealed and marked in the following manner:

Part-A: Technical Bid- The requisite documents along with the signed and stamped tender document shall be sealed in a separate envelope duly marking the envelope as "Envelop I: Technical Documents".

Part-B: BOQ/Price Schedule: The duly filled, signed and stamped price schedule shall be sealed in a separate envelope duly marking the envelope as "Envelop II: Price Bid".

The envelopes shall then be sealed in an outer envelope.

- 14.2 The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address given in the NIT/Tender Enquiry/SCC, and
- (b) bear the Package name indicated in the NIT/Tender Enquiry, the Invitation for Bids number indicated in the NIT/Tender Enquiry, and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the NIT/Tender Enquiry.

- 14.3 The inner envelopes shall also indicate the name and address of the Bidder.

If the outer and inner envelope is not sealed and marked as required above, the Employer will assume no responsibility for its misplacement.





13. BID SUBMISSION

- 13.1 Bid must be received by RGPPL at the address referred in the NIT/Tender Enquiry, no later than the time and date stated in the NIT/Tender Enquiry. In the event of the specified last date for submission of bids being declared a holiday for RGPPL, the bids will be received up to the appointed time on the next working day.
- 13.2 RGPPL may, in exceptional circumstances and at his own discretion, extend the deadline for submission of bids by issuing an amendment.
- 13.3 **Bidder has to sign all the pages of tender document as a token of acceptance of all the terms & conditions mentioned in tender document. Same has to be submitted as mentioned in tender document (s). All annexure(s) of this tender document must be filled fully duly signed & stamped**

14. DEADLINE FOR SUBMISSION OF BID:

- 14.1 Bid must be received by the Employer at the address referred in the NIT/Tender Enquiry/SCC, no later than the time and date stated in the NIT/Tender Enquiry.
- 14.2 The Employer may, in exceptional circumstances and at his discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

15. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BID:

- 15.1 Bidders are requested to submit the bids offline as per the RGPPL address.
- 15.2 Bidding document shall be uploaded on the www.rgppl.com & www.ntpctender.com by the date & time specified in the NIT of the Tender.
- 15.3 Bid Modification and withdrawal: The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be submitted. Once a bid is withdrawn, the bid cannot be re-submitted.
- 15.4 No bid may be withdrawn/modified in the interval between the bid submission deadline and the expiration of the bid validity period.

PART E - BID OPENING AND EVALUATION

16. **BID OPENING:** The bids will be opened at the time, date and location notified in the NIT/IFB/Tender Enquiry in the presence of the Bidder's authorised representatives (not exceeding two per Bidder) who choose to attend. All important information's and any such other detail, as may be considered appropriate by the Employer will be read out during the bid opening.

Bids shall be received and opened at the address given below in the presence of bidder's representatives available to attend the bid opening. The Bidder's representative, who are present, shall sign the format evidencing their attendance.

**DGM (C&M),
RATNAGIRI GAS AND POWER PRIVATE LIMITED,
AT & POST ANJANWEL, TAL-GUHAGAR,
DIST: RATNAGIRI, MAHARASHTRA-415634**

17. **Late Bid:** Bids submitted after the time and date fixed for the receipt of bids as set out in the tender document are liable to be rejected. However, RGPPL reserves the right to consider the delayed bid under certain circumstances





18. CLARIFICATION OF BIDS:

Bidder's attention is drawn that during the period, the bids are under consideration, the Bidder is advised to refrain from contacting by any means, the Employer and/or his employees/representatives on matters related to the bids under consideration and that if necessary, the Employer will obtain clarifications from the Bidder in writing. Any effort by a Bidder to influence the Employer's processing of bids or award decisions will result in the rejection of the Bidder's bid.

During the bid evaluation the Employer may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared in the bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid including substitution of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements in the bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, offered or permitted.

19. EVALUATION AND COMPARISON OF BIDS:

19.1 BID EVALUATION

19.1.1 The Employer will initially determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; or (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

19.1.2 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

19.2 Arithmetical Correction

Arithmetical errors in the bid will be rectified on the following basis:

If on check there are found to be differences between the rates/prices given by the Bidder in words and figures or in the amount worked out by him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules:

- (a) In the event of a discrepancy between description in words and figures in respect of item rates quoted by a Bidder, the description in words shall prevail.
- (b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the quantity and the unit rate, the units shall be regarded as firm and extension shall be amended on the basis of the unit rate.
- (c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the bid sum





amended accordingly. The bid sum so altered shall, for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder.

19.3 The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.

19.4 Post-Qualification:

19.4.1 The Employer will determine to its satisfaction whether the Bidder is qualified to satisfactorily perform the contract, in terms of the Qualifying Requirements (QR) stipulated in NIT/IFB/Tender Enquiry and other criteria detailed elsewhere in the bidding documents.

19.4.2 The determination will take into account the Bidder's capabilities, based upon examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in the as well as such other information as the Employer deems necessary and appropriate. The Employer reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

19.4.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

PART F - AWARD OF CONTRACT

20. **AWARD CRITERIA:** The Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and whose bid has been adjudged as the highest evaluated bid, provided that such Bidder has been determined to be qualified to perform the contract satisfactorily.

21. **EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:** The Employer reserves the right to accept, (whole or in part) and the Bidder shall be bound to perform the same at his quoted rate, or reject any bid for any reasons including national defence and security consideration and to annul the bidding process and to reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action. Decision of Employer shall be final and binding in this regard.

22. LETTER OF AWARD:

22.1 Prior to the expiration of the bid validity prescribed by the Employer, the Employer will issue a Letter of Award(LOA)/Service Purchase Order to the successful Bidder containing reference of the documents which form the Contract, Scope of Work, Contract Price, period of completion of the Works, terms of payment, price adjustment, and other important aspects in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract.

22.2 This Letter of Award/Purchase Order will constitute the formation of the Contract.

22.3 Prior to the expiration of the bid validity prescribed by the Employer, the Employer can issue a Brief Letter of Award (LOA) to the successful Bidder containing reference of the tender, offer and Contract Price. This brief letter of award shall constitute the formation of the Contract.





23. **Subcontracting not allowed unless otherwise specified elsewhere.**
24. **SIGNING OF CONTRACT AGREEMENT:** The Successful Bidder/ Contractor shall enter into a Contract Agreement with the Employer within thirty (30) days from the date of Letter of Award or within such other time, as may be desired by the Employer. The Contract Agreement shall be executed on a non-judicial Stamp Paper of appropriate value.
25. **Manner of Execution of Contract Agreement**
- Unless and until a formal contract is prepared and executed, the Letter of Award/Purchase Order read in conjunction with the Bidding Documents will constitute a binding contract.
 - The Contract Agreement shall be prepared by the Employer and signed at the office of the Employer. The Contract Agreement will be signed in two originals and the Contractor shall be provided with one signed original and the other originals will be retained by the Employer.
 - The Contractor shall further provide for signing of the Contract Agreement as per prescribed proforma enclosed in the Bidding Documents, appropriate Power of Attorney and the requisite stamp papers. All the other documents required for the preparation of the Contract Agreement shall be provided by the Employer.
 - Unless and until the Contract Agreement is signed as above, no payments under the Contract as per GCC Clauses entitled 'Payment On Account/Progressive Interim Payments' and 'Time Limit for Submission & Payment of Final Bill' shall be released to the Contractor by the Employer nor any materials shall be issued to the Contractor as stipulated in the Special Conditions of Contract or otherwise agreed to be issued by the Employer.
26. **INELIGIBILITY FOR FUTURE TENDERS :** Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a Bidder after having been issued the Letter of Award/ Purchase Order, either does not accept the same or does not sign the Contract Agreement or does not submit an acceptable Initial Security Deposit/Entire Security in line with the provisions of the Contract and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.
27. **ADHERENCE TO FRAUD PREVENTION POLICY:** The Bidder/Contractor along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its website <http://www.rgppl.com> The Bidder/Contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

A certificate to this effect shall be furnished by the bidder along with his bid by accepting the condition "Acceptance of Fraud Prevention Policy of RGPPL".

If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process and forfeit the Earnest Money Deposit. In addition to the above, if the Bidder has committed a fraud such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put the Bidder on holiday for any future tenders/contracts award process.





28. **DECLARATION ON BANNING POLICY:** The employer has in place a policy for withholding and banning of business Dealings as displayed on its website <http://www.rgppl.com>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor under GCC or any of the grounds detailed in the said Banning Policy.

Declaration on Policy for withholding and banning of Business dealings is to be given along with the bid.

29. **Taxes, duties & levies etc.**

- 29.1 "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.
- 29.2 The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.
- 29.3 For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
- 29.4 The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of bid submission.
- 29.5 The bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
- 29.6 In case GST registered bidder has quoted GST rate as '0' (Zero) or kept as blank then, the quoted price shall be considered to be inclusive of GST as applicable.
- 29.7 In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. RGPPL shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.
- 29.8 In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.
- 29.9 In case of all materials identified by the Contractor and RGPPL to be dispatched directly from the sub-vendor's work to RGPPL's site, the contractor shall ensure that his sub-vendors (if allowed by RGPPL) raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to RGPPL's site. The contractor shall further ensure that he raises his corresponding Tax Invoices in the name of RGPPL during transit of the materials before the delivery of materials is taken by RGPPL.
- 29.10 For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices.
- 29.11 Notwithstanding anything to contrary contained in the award letter/Contract, the supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
- 29.12 RGPPL shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
- 29.13 Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both RGPPL and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns.
- 29.14 Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the contractor makes a default in following the agreed procedure. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
- 29.15 The contractor shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor





- shall be liable to pay the amount which may be imposed on RGPPL due to such default.
- 29.16 Contractor should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.
- 29.17 RGPPL shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- 29.18 Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- 29.19 If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Order/Contract, which was or will be assessed on the Contractor in connection with performance of the Order/Contract, an equitable adjustment shall be made to take into account any such change.
- 29.20 The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between RGPPL and the Bidder.
- 29.21 Agency shall clearly mention the taxes, duties & levies applicable over their quoted rates, in case nothing is mentioned, quoted rates shall be construed as inclusive of all taxes, duties & levies. No Post BID request shall be entertained.
- 29.22 However, during the currency of the contract, due to any new enactment of Law, any **tax and/or duty becomes payable by RGPPL in respect of the transaction between RGPPL and the agency** and it is actually paid by the Contractor to the concerned Government, then it shall be reimbursed by RGPPL at actual cost on production of the necessary valid documentary evidence.
- 29.23 As regard Income-Tax, Surcharge in Income-Tax and any other corporate Taxes as applicable, RGPPL shall not bear any tax liability in respect of the contract irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of such tax, if attracted, under the provision of the Indian laws, RGPPL shall deduct Income-Tax at source from all the payments to be made to the Contractor in accordance with the provisions of Indian Income-Tax law as applicable from time to time and deposit the same to the concerned Government authorities.
- 29.24 **Custom duty /clearance from custom dept**
Clearance of Custom, stevedoring or any other activities (if required) shall be performed by Contractor at his sole cost and expenses.
30. **Limitation of Liability:** Successful bidder's total liability shall be limited to award value only.

Laws Governing the Contract:

31. This contract shall be governed by the Indian Laws for time being in force. The court at Mumbai shall have exclusive jurisdiction in all matters arising under this contract
32. These 'INSTRUCTIONS TO BIDDERS' & Special Conditions of Contract shall form an integral part of the contract. The contract besides shall also be exclusively governed to the extent applicable by the General Conditions of Contract for Civil of NTPC available at RGPPL website www.rgppl.com & its subsequent amendments. In case of any contradiction in the clauses of GCC & other tender documents, other tender documents shall prevail. (While referring the GCC, the name "M/s Ratnagiri Gas & Power Pvt. Ltd." shall be read and understood in place of "NTPC" / "M/s National Thermal Power Corporation").
33. The bidder shall comply with all the legal requirements and obtain all necessary licenses/permissions under various applicable Laws/Acts.
34. Bidders not confirming to these requirements may be rejected and no correspondence whatsoever thereof shall be entertained.
35. In case of any violation of statutory provision under labour laws/or otherwise on behalf of the Bidder there will not be any liability on RGPPL.
36. The successful bidder shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or Central

