

Sub: Renovation of Swimming Pool at Maitri Club

NOTICE INVITING TENDER (**NIT**)/Invitation for bids (**IFB**) (Domestic Competitive Bidding)

1. RGPPL invites bids from eligible Bidders for "Renovation of Swimming Pool at Maitri Club" through e-tender (https://etenders.gov.in)

2. Brief Information of NIT

NIT Subject	Renovation of Swimming Pool at Maitri Club				
Enquiry No.	201300109				
Envelope Type	Single stage Two envelopes				
Evaluation Basis	Package wise				
Document Sale Start Date & Time	As per GePNIC NIT schedule of dates				
Document Sale Close Date & Time	As per GePNIC NIT schedule of dates				
Last Date for seeking clarification	As per GePNIC NIT schedule of dates				
Last Date and Time for Bid submission	As per GePNIC NIT schedule of dates				
Technical Opening Date & Time	As per GePNIC NIT schedule of dates				
Price Bid Opening Date & Time	To be informed later to all qualified bidder in due course of time through GePNIC portal				
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				
	Rs 1,062/- (Indian Rupees One Thousand and Sixty Two only) (Inclusive of GST). Mode of payment: Demand Draft/Banker's Cheque/ Online transfer. In case of DD, it should be in favour of RGPPL & shall be payable at SBI, Chiplun				

Corporate Identification Number: U40105DL2005 PTC138458

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

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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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Bid security declaration in lieu of EMD (As per format as provided in last page of this file)	Bidders are mandatorily required to submit, "Bid Security Declaration" as per format enclosed as "Bid Security Declaration Form". In case a bidder does not submit the aforesaid declaration or no confirmation is provided by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder against the declaration, then the bid shall be considered non-responsive and shall be returned unopened.
URL of GePNIC Portal	https://etenders.gov.in

^{*} No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries as specified above.

3. **SUBMISSION OF BIDS:**

a. Tender Fee (in original) is to be submitted offline in sealed envelope within the bid submission date and time to the address: <u>C&M Department</u>, <u>RGPPL</u>, <u>At & Post: RGPPL Anjanwel</u>, <u>Taluka: Guhagar</u>, <u>415634</u>. Bidders may send those offline documents through their authorised representative for speediest submission in tender box of C&M dept, RGPPL.

It may be noted that Scanned copy of original DD/BC attached in GePNIC, will not be considered a valid Tender fee.

b. Further, additionally Bidders are mandatorily required to submit, "Bid Security Declaration" (in lieu of EMD) as per format enclosed as "Bid Security Declaration Form". In case a bidder does not submit the aforesaid declaration or no confirmation is provided by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder against the declaration, then the bid shall be considered non-responsive and shall be returned unopened.

c. For both a & b category bidder:

- i) Technical & price bid to be submitted in online only in relevant GePNIC folder.
- ii) Any online bids without acceptable Tender Fee (in online/offline mode, whichever is applicable as per above) and without acceptable bid security declaration will be considered as non-responsive bids and will be liable to be rejected, hence will not be opened.
- iii) Online acceptance of GTE in GePNIC (General Technical Evaluation) will also be treated as bidder's "unconditional acceptance" towards NIL deviation certificat and bidder's "unconditional acceptance" towards acceptable "Bid Security Declaration"

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d. <u>(*) Exemptions:</u> -- Not Applicable - (Being Works Contract: MSME exemption is not allowed for tender fee and EMD)

- i)—Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts or Udyog Aadhar registered vendor and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.
- ii)-IIMs/IITs/NITs/IISc./CBRI/CPRI/GSI/CWPRS/CWC and other Govt.
 Institutes/agencies (excluding PSUs) are also exempted from submission of EMD.
- e. **TECHNO COMMERCIAL BID:** Techno Commercial bid is to be submitted in the e-procurement portal of GePNIC(etenders.gov.in). It is suggested that the bidder may fill the techno commercial bid well in advance to avoid last minute problems/rush in the system. Techno Commercial bid is to be filled online after carefully examining the documents / conditions and the schedule of work. All the prices are to be filled in at the relevant fields in attached BOO Excel sheet.
- 4. RGPPL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids (IFB) for the subject package without assigning any reason; whatsoever, and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 5. Issuance of bid documents to any Bidder shall not construe that such bidder is considered to be qualified.
- 6. A complete set of Bidding Documents may be downloaded by any interested bidder directly through e-procurement portal, https://etenders.gov.in.

Note: No hard copy of Bidding Documents shall be issued

- 7. Procedure of bid opening: For submission of bids, the time and scheduled Bid Submission Date shall be treated as cut-off line, and accordingly, the bids shall be frozen. The online bidding system will not allow bid submission after the respective specified expiry date and time. Make sure the bid submission is completed well in advance of the time. The tender Committee or their authorised representatives shall open the Technical bid and evaluation shall be done. If the scheduled Bid Opening Date happens to be a closed holiday, the next working day shall be treated as Bid Opening Date.
- 8. Technical Bid shall be evaluated for conformity to RGPPL's requirements. Wherever clarifications are required, same shall be taken through exchange of correspondence.
- 9. RGPPL will not be responsible for any short of postal delay in receiving of offline envelops containing Tender Fee & others, bid security(EMD) for bidders who are not eligible to get exemption (*) towards Tender Fee & EMD.

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bsi. ISO 14001 Environmental Management

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10. Address for Communication: -

A) Name: Dipak Patil B) Name: Amrita

Designation: DGM (C&M) Designation: Manager (C&M)

Address:-

C&M Department RGPPL

At & Post: RGPPL, Anjanwel Taluka: Guhagar, Dist: Ratnagiri

Maharastra-415634 Tel: 02359-241134

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11. **Qualifying Requirements**:

QR1.The bidder should have executed any of the following within preceding seven (07) years reckoned as on last date of the month preceding the month of publication of NIT –

a. One similar work of value not less than INR 27.56 Lakh.

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b. **Two** similar works of value not less than **INR 17.22 Lakh** each.

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c. Three similar works of value not less than INR 13.78 Lakh each.

Note -

- Similar work means "CONSTRUCTION OR RENOVATION OR MODIFICATION OF SWIMMING POOL COMPLEX AND ALLIED CIVIL/ARCHITECTURAL/MEP WORKS"
- Reference work executed by the bidder as a sub-contractor may also be considered, provided the certificate issued by main contractor is duly certified by the Project Authority specifying the scope of work executed by the bidder.
- The word "executed" mentioned above means the bidder should have achieved the criteria specified above, even if the order has not been executed fully. In case of order under execution, the value of work executed till the last date of the month preceding the month of publication of NIT as certified by the Client shall be considered.
- **QR2**. The average annual turnover of the bidder in the preceding three (03) financial years as on last date of the month preceding the month of publication of NIT **shall not be less** than INR 34.45 Lakh.

Note:

Other income shall not be considered while computing annual turnover.

In cases where audited results for the last financial year are not available as on last date of the month preceding the month of publication of NIT, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, the bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the

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financial results of the company are under audit as on last date of the month preceding the month of publication of NIT and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

QR3.The bidder should have valid PAN and GST registration.

Not with standing anything stated above, RGPPL 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 RGPPL.

DOCUMENTS REQUIRED

- **A.** Copies of Letter of Award / Work Order shall be submitted in support of **QR1** above along with Completion Certificate / Performance Certificate / any other document clearly establishing scope of work, value of executed work and completion period. Certificate from Client as described under notes of **QR1** shall also be provided wherever required.
- **B.** Copies of audited Balance Sheet and Profit & Loss Account Statement confirming the turnover for preceding three financial years shall be submitted in support of **QR2** above. Certificate from practicing Chartered Accountant or CEO/CFO as described under notes of **QR2** shall also be provided wherever required.
- **C.** Copy of PAN Card and GST Registration Certificate in support of **QR3**.

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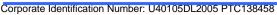
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NIT / Tender Ref No.

RGPPL/C&M/CS-2945/Enquiry No: 201300109

"Renovation of Swimming Pool at Maitri Club"



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INSTRUCTIONS TO BIDDERS (ITB)

PART A - GENERAL

1. INTRODUCTION:

1.1 About the RGPPL: Ratnagiri Gas and Power Pvt. Ltd (RGPPL) is a subsidiary company of NTPC Ltd. having 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 "RGPPL" 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 their 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.
 - A. Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT)
 - B. Instructions to Bidders (ITB)
 - C. Forms and Procedures
 - D. Technical Specifications and Bid Drawings (if any)
 - E. Special Conditions of Contract (SCC)
 - F. Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)

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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 **Qualifying Requirements**, if applicable. The qualifying requirements for the tender are specified in the NIT/Tender enquiry.

5.4 Documents in support of meeting Qualifying Requirements

Bidders are required to submit documents to satisfactorily establish their meeting the Qualifying Requirements stipulated in the tender.

Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Attachment. These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTPC and RGPPL in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.

Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded.

Bidders shall certify their compliance on "Qualifying Requirements" by accepting the following General Technical Evaluation (GTE) condition:

"Do you certify full compliance on Qualifying Requirements?"

Acceptance of above GTE shall be considered as bidder's confirmation to the following conditions:

The number of reference Plants/Orders quoted by Bidder in Attachment of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.

- 5.5 **Bid Drawings (if applicable)**: The Bidder is requested to refer the Technical Specifications for the provisions in this regard.
- 6. **CLARIFICATION OF BIDDING DOCUMENTS:** A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid prior to the clarification end date. EMPLOYER may respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.

EMPLOYER will post the Clarifications under Clarification/Corrigendum tab at etender 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 etender portal.

7. **PRE-BID CONFERENCE** (If specified in the NIT/Tender Enquiry)

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- 7.1 Employer at its discretion may organize a pre-bid conference with the prospective Bidders. The purpose of the conference will be to clarify the package related issues and to respond to the Bidder's queries, which may arise from the Bidding Documents, site visit etc. The Employer will give a notice of the pre-bid conference to the Bidders at least seven (7) days prior to the said pre-bid conference unless otherwise fixed or informed in the IFB/NIT.
- 7.2 The Bidders are required to submit their questions/ clarifications/queries etc. in writing including by way of email from the registered email Id so as to reach the Employer at least three days before the pre-bid conference. It may not be practicable at the conference to answer the questions which are received late.
- 7.3 Record notes of the pre-bid conference including the Employer's response to the queries raised by the Bidders in writing may be uploaded by the Employer under Clarification/Corrigendum tab at e-tender website. Further, any modification to the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through an amendment to the Bidding Documents and same shall be uploaded at e-tender website. The record notes of the pre-bid conference shall not be treated as amendment to the Bidding Documents.
- 7.4 Non-attendance of the pre-bid conference will not be a cause for disqualification of a Bidder or his bid.
- 8. **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 e-tender portal 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

9. **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.

10. LANGUAGE OF BID AND UNITS OF MEASURE:

- 10.1 The bid and all correspondence and documents relating thereto exchanged by the Bidder and the Employer shall be written in English only.
- 10.2 The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.

11. **DOCUMENTS COMPRISING THE BID**:

- 11.1 The bid submitted by the Bidder shall interalia comprise of the following documents:
 - (a) Bid Form duly completed and digitally signed by the Bidder using Class II/III digital signatures, together with all Attachments.
 - (b) Online Schedules of Quantities duly completed.
- 11.2 Bidding procedure shall be as specified in the NIT/SCC.
- 11.3 Each Bidder shall submit with their bid the following attachments:

11.3.1 **TECHNO-COMMERCIAL BID**

The Techno-commercial proposal comprises of following two categories of documents:

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I. Documents to be submitted in physical form in separate sealed envelope(s):

(a) Bid Security Declaration (If specified in the NIT/Tender Enquiry) (To be given offline in physical form and copy to be uploaded in Fee Cover/Envelope on the portal):

Bid security Declaration shall be furnished in accordance with ITB clause titled, "Bid Security Declaration".

In case a Bidder does not submit the aforesaid declaration or no confirmation is indicated by then or statement/any declaration like 'later', 'to be furnished later', 'NA' are indicated against the declaration, then the bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.

(a1) Tender Fee (If specified in the NIT/Tender Enquiry) (To be given offline in physical form and copy to be uploaded in Fee Cover/Envelope on the portal):

Tender Fee shall be furnished in accordance with ITB Clause 14.9 in a separate sealed envelope. Bid not accompanied by the requisite Tender Fee in a separate sealed envelope, or bid accompanied by Tender Fee of insufficient value, shall not be entertained and in such case, the bid shall not be opened and rejected pursuant to ITB Sub-Clause 14.9. If benefits to MSE's is applicable, MSE vendors are required to submit the MSE certificate in Fee/EMD cover.

(b) Authority to Sign the bid (To be given offline in physical form and copy to be uploaded in Pre-Qual/Technical Cover/Envelope on the portal):

The Bidder shall furnish the following to check that the person(s) signing the bid has/have the authority to sign the bid and thus establish that the bid is binding upon the Bidder during the full period of its validity.

- i) In case of Sole Proprietorship Concern/Partnership Firm, Specimen signature of the Proprietor/all the partners duly attested by a scheduled Bank or First Class Magistrate.
- ii) In case of Private Limited Companies, Copy of Power of Attorney issued by Competent Officer under the common seal of the Company, authorising the person to sign the bid/ execute contracts/agreements etc duly notarised
- iii) In case of Public Limited Companies and Statutory Corporations, Board resolution authorising the Executive to sign the bid/ contracts/agreements and affix common seal thereon in accordance with the provisions of Article of Association of the Company OR Power of Attorney issued by Competent Officer under the common seal of the Company authorising the person to sign the bid/ execute contracts/agreements etc.
- II. Documents to be submitted online at e-tender portal:

The Bid Form, duly completed together with attachments as mentioned below shall be uploaded at e-tender portal in Fee Cover /Pre-Qual/Technical Cover (As below):

(a) Attachment 1: Bid Security Declaration (If specified in the NIT/Tender Enquiry) (Scanned copy to be uploaded in Fee Cover/Envelope on the portal):

Scanned copy of Bid Security [submitted in Original as per ITB Clause I (a) above and ITB Clause

14] to be uploaded at **e-tender portal in Fee Cover/Envelope**.

(a1) Attachment 1A: Tender Fee (If specified in the NIT/Tender Enquiry) (Scanned copy to be uploaded in Fee Cover/Envelope on the portal):

Scanned copy of Tender Fee [submitted in Original as per ITB Clause I (a1) above and ITB Clause 14] to be uploaded at **e-tender portal in Fee Cover/Envelope**.

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(b) Attachment 2: Authority to Sign the bid (Scanned copy to be uploaded in Pre-

Technical Cover/Envelope on the portal):

Scanned copy of Documents [submitted in Original as per ITB Clause I(b) above are to be uploaded at **e-tender portal in Pre-Qual/ Technical Cover/Envelope.**

(c) Attachment 3: Bidder's Qualifications (If specified in the NIT/Tender Enquiry) (To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)

Documentary evidence establishing that the Bidder meets the Qualifying Requirements stipulated in the NIT/IFB including the following shall be furnished in Attachment-3 to the bid:

(A) Legal Status of the Company

- 1. In case of Sole Proprietorship Concern
 - i) The full name of an individual proprietor, his/her parentage, documentary proof of his/her age, permanent address and present postal address/ contact details.
 - ii) A deed of declaration by the Proprietor, that no other individual or company has any share in the concern.
- 2. In case of Partnership Firm
 - Certified photocopy of the Partnership Deed, with upto date amendments (if any).
 - ii) Registration certificate issued by the Registrar of Companies concerned, if any.
 - iii) In case of change in the constitution of the firm due to retirement or death or addition of an incoming partner, photocopy of Deed of Dissolution, fresh registration Certificate and the fresh / extant Partnership Deed, as applicable.
- 3. In case of Private Limited Companies
 - i) Certified to be true and upto date amended copy of Memorandum and Articles of Association of the Company.
 - ii) Certificate of incorporation of the Company.
- 4. In case of Public Limited Companies and Statutory Corporations.
 - i) Certified to be true copy of Memorandum and Articles of Association of the Company and/or the relevant Statute/Act.
 - ii) Certificate of Incorporation of the company In case of public limited Co. only.
 - iii) Certificate of Commencement of Business In case of public limited Co. only.

(B) Financial Status

In support of meeting the Financial criteria (if any) specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender Enquiry, the following documents shall be furnished with the bid:

- 1. Audited financial results of preceding 3 financial years or Balance Sheet and Profit & Loss account statement of preceding 3 financial years duly certified by a Chartered Accountant.
- 2. Solvency Certificate from Bankers, issued not earlier than fifteen (15) days prior to the scheduled date of bid opening of the Package, if asked for in the NIT/Tender Enquiry.

(C) Proof of Execution of Works

In support of meeting the work execution requirements specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender enquiry, the following documents shall be furnished with the bid

- i) Copies of the Letter of Award/Purchase orders/Contracts
- ii) Certificate(s) from the Client(s) for successful execution of the assignment with value and period of execution, technical details (if any)

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(D) Other requirements specified in the Qualifying Requirements.

In support of meeting the other requirements specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender enquiry, the documents specified in the SCC shall be furnished with the bid.

Notwithstanding anything stated above, the Employer reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / his Collaborator(s) / Associate (s) / Subsidiary(ies) / Group Company(ies) to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer.

The physical assessment shall include but not be limited to the assessment of the office/facilities/banker's/reference works by the Employer. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bid.

The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in the bidding documents.

(d)Attachment 4: Equipment/ Machinery deployment Schedule/Technical documents (As applicable) (To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)

The Bidder shall indicate the quantum and schedule of the equipment/ machinery/ lab equipment etc. he proposes to deploy for the Work under this bid.

(e)Attachment 5:

- a. **General Declaration of Bidder** (To be uploaded in Pre-Qual/Technical/Cover/Envelope on the portal)
 - Declaration that the Bidder has carefully examined the Bidding Documents in totality
 - and his authorised personnel have visited the site for assessment of all factors for the purposes of bidding.
- b. **Electronic Fund Transfer (EFT) Authorisation Form** (To be given offline in physical form and copy to be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)
 - Authorization Form for release of payments through Electronic Fund Transfer System.
- c. **Details of PF, ESI, PAN and GSTIN Regn.** (To be uploaded in Pre Qual/Technical Cover/Envelope on the portal)
 The details of registration for PF, ESI, PAN and GSTIN to be furnished.
- d. **Declaration Regarding GST** (To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal) (if applicable)

The bidder shall necessarily quote the GST applicable in the Schedule of Quantities. However, levies, royalty, fees etc., if any, shall be included in the price.

- e. Certificate for Restrictions on procurement from Bidder of a country which shares a land border with India
- f. Fraud Prevention Policy
- g. Nil deviation certificate
- h. Declaration on withholding and banning policy

COMPLIANCE TO GENERAL TECHNICAL EVALUATION (GTE) CONDITIONS ON-LINE:

Bidders are required to accept General Technical Evaluation (GTE) conditions online while submitting their bid. Bidders may note that in case they do not accept the

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GTE conditions, their bids shall not be considered and shall be rejected. The GTE conditions are as below:

(f) Compliance with the provisions of the Bidding Document ('NIL' Deviations Certificate) (To be accepted online under GTE)

No deviation, whatsoever, is permitted by the Employer to any provisions of Bidding Documents.

Bidders are required to confirm acceptance of the same by accepting the following condition:

"Do you certify full compliance to all provisions of Bid Documents"

Acceptance of above condition shall be considered as bidder's confirmation to the following:

- ii. 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.
- iii. 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 Techno-Commercial Bid and Price Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the Earnest Money Deposit shall be forfeited.
- **(g)Declaration on Qualifying Requirements** (To be accepted online under GTE) Declaration by the Bidder towards compliance on "Qualifying Requirements" by accepting the following GTE condition in the on-line Bid.

"Do you certify full compliance on Qualifying Requirements"

Acceptance of above condition shall be considered as bidder's confirmation to the following:

- (a) The number of reference Plants/Orders quoted by Bidder in Attachment- 3 of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.
- (h) Declaration on withholding and Banning Policy (To be accepted online under GTE)

Declaration to the effect that the Bidder shall abide by Banning Policy of the Employer displayed on RGPPL website http://www.rgppl.com (Tender & Notice) indicating his compliance to the provisions of policy to be furnished by accepting the following GTE condition:

"Do you accept Withholding and Banning of Business Dealing Policy of RGPPL"

(i) Declaration on Fraud Prevention Policy (To be accepted online under GTE)

Declaration to the effect that the Bidder shall abide by Fraud Prevention Policy of
the Employer displayed on RGPPL's website http://www.rgppl.com (Tender &
Notice) indicating his compliance to the provisions of policy to be furnished by
accepting the following GTE condition:

"Do you accept the Fraud Prevention Policy of RGPPL".

(j) Declaration regarding GENERAL SAFETY OBLIGATION, GENERAL ENVIRONMENTAL OBLIGATIONS & SAFETY CONDITIONS TO BE FOLLOWED [To be accepted online under GTE]:

Declaration to the effect that the Bidder shall abide by GENERAL SAFETY OBLIGATION, GENERAL ENVIRONMENTAL OBLIGATIONS & SAFETY CONDITIONS TO BE FOLLOWED displayed in Forms & Annexures of tender document indicating

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his compliance to the provisions of policy to be furnished by accepting the following GTE condition:

"Do you accept RGPPL GENERAL SAFETY OBLIGATION, GENERAL ENVIRONMENTAL OBLIGATIONS & SAFETY CONDITIONS TO BE FOLLOWED".

(k)Declaration regarding Restrictions on procurement from Bidder of a country which shares a land border with India (To be accepted online under GTE)

Declaration to the effect that the Bidder shall abide by OM ref no. F.No. 6/18/2019-PPD of the Employer displayed on RGPPL's website http://www.rgppl.com (Tender & Notice) indicating their compliance to the provisions of policy to be furnished by accepting the following GTE condition:

"Restrictions on procurement from Bidder of a country which shares a land border with India".

Note: 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.

11.3.2 **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) is to be uploaded in the Finance.

Bidders are required to refer Technical Specification/Detailed BOQ before quoting the rates/prices in BOQ.XLS sheet for the corresponding items/works. It may be noted that the "Item Description/Work Description" appearing in BOQ.XLS sheet, is very brief only and is not exhaustive. In case of any discrepancies/variation in Item Description/Work Description between Technical Specification/Detailed BOQ and BOQ.XLS File, the description appearing in Technical Specification/Detailed BOQ shall prevail and it would be deemed that the bidder has read the Technical Specification, Drawings, Detailed BOQ and other sections of Bidding Documents to ascertain full Scope of work, included in each item, while filling the rates/prices and the entered rates /prices, shall be deemed to include the full scope of work as per technical specification.

In case of discrepancies in the quoted GST rate the following methodology shall be followed:

1. In case Bidder quotes the GST rate as 'Zero' or left blank in the Price Bid (i.e. in BOQ.XLS), the quoted price shall be considered as inclusive of GST, at the rate prevailing as on seven (7) days prior to the date of opening of Techno-commercial Bids, for evaluation purpose.

Accordingly, for the purpose of Award, the revised basic price shall be derived by deducting the applicable GST, at the rate prevailing as on seven (7) days prior to the date of opening of Techno-commercial Bids from the quoted price in BOQ.XLS.

For Example, if the Bidder quotes basic price as Rs. 100 and GST rate as '0' or left Blank (in BOQ.XLS) whereas the applicable GST rate is 18%, as on seven (7) days prior to the date of opening of Techno-commercial Bids. Accordingly, for evaluation purpose, quoted price shall be considered as Rs. 100. However, for the purpose of award as brought out above, the revised basic price shall be considered as Rs. 84.75 (= Rs 100/1.18) and GST rate as 18%.

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2. In case Bidder quotes the GST rate **lower** w.r.t. actual applicable GST rate, prevailing as on seven (7) days prior to the date of opening of Techno-commercial Bids, the quoted basic price plus quoted GST rate (in BOQ.XLS) shall be considered for evaluation purpose. Accordingly, for purpose of Award, the revised basic price shall be worked out by deducting the applicable GST from the total quoted price (Basic + GST) (in BOQ.XLS).

For Example, if the Bidder quotes basic price as Rs. 100 and GST rate as 15 %, whereas the applicable GST rate is 18%, as on seven (7) days prior to the date of opening of Techno-commercial Bids. Accordingly, for evaluation purpose, quoted price shall be considered as Rs. 115. However, for the purpose of award as brought out above, the basic price shall be considered as Rs. 97.46 (= Rs 115/1.18) and GST rate as 18%.

- In case Bidder quotes the GST rate higher w.r.t. actual applicable GST rate, prevailing as on seven (7) days prior to the deadline for opening of Technocommercial Bids, the quoted price along with quoted GST rate shall be considered for evaluation purpose.
 - However, for the purpose of Award, the quoted basic price shall be considered and GST shall be reimbursed as applicable as on seven (7) days prior to the deadline for opening of **Techno-commercial Bids.**
 - For Example, if the vendor quotes its basic price as Rs. 100 and GST rate as 20%, whereas the applicable GST rate is 18%. Hence for evaluation purpose Quoted price shall be considered as Rs. 120 and for the purpose of award the basic price shall be considered as Rs. 100 and GST rate as 18%
- 4. In case Bids received from **unregistered bidder**, their Bid for evaluation shall be cost compensated as per the GST rate applicable in view of RCM as per GST Law.
- 11.4 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.

 Noncompliance 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.

11.5 A conditional Price Bid shall run the risk of rejection.

11.6 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.

12. BID PRICES AND PRICE BASIS:

- 12.1 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.
- 12.2 The currency of the bid and currency of payment shall be in Indian Rupees until unless specified otherwise in the SCC.

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12.3 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. In case, the bidder does not quote/left blank, the prices for any BOQ items in BOQ XLS Sheet (Price Schedule), it will be considered that the prices for above items are included in the total price quoted by the bidder for subject tender, for evaluation and award purpose. Further, the bidder has to supply above item/carry out specified services, as per technical specification/detailed BOQ, without any further cost implication to RGPPL. Items of the work described in the Bill of Quantity (BOQ) for which no rate or price has been entered therein by the Bidder, shall also be considered as an abnormally quoted item and shall be governed by the relevant provisions of ITB Sub-Clause

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 underground 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.

12.4 The rates/amount quoted in the Bill of Quantity (BOQ) shall be exclusive of all GST and all other taxes & duties applicable shall be quoted separately in BOQ.XLS file as called for in the bid in the Bill of Quantities and in case RCM is applicable on any service same shall be specified in Attachment of Forms & Procedures (Section VII). However, levies, royalty, fees etc., if any, shall be included in the price as per GCC. The GST quoted by the bidder shall be as applicable in the Employer's country as on seven (7) days prior to the deadline for opening of Techno-commercial Bids.

Due Input Tax credits under GST as per the relevant Govt. Policy, wherever applicable, shall be taken into account by the Bidder while quoting his price.

Any discrepancy in quoted GST rate shall be dealt as detailed in clause 11.3.2

12.5 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 and in case RCM is applicable on any service same shall be specified in Attachment of Forms & Procedure.

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12.6 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 Attachment of Forms & Procedure. In case the same has not been specified by the Bidder in Attachment of Forms & Procedures, GST paid by Employer shall be to Bidder's account.

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

13. **BID VALIDITY**:

- 13.1 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.
- 13.2 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. A Bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his Earnest Money Deposit for the period of the extension.

14. BID SECURITY / GUARANTEE / EARNEST MONEY:

14.1 The Bidder shall furnish, as part of his bid, an Earnest Money Deposit/Bid security declaration in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope super scribed on the top as under:

"ORIGINAL EARNEST	MONEY DEPOSIT/Bid Security Declaration
FOR	(NAME OF PACKAGE) SPECIFICATION
NO	DUE ON (DATE OF BID OPENING)
FROM	(NAME OF THE BIDDER)."

- 14.2 The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of
 - Demand draft drawn in favour of RGPPL Payable at Chiplun OR
 - 2) Banker's cheque drawn in favour of RGPPL Payable at chiplun OR
 - 3) a Bank Guarantee from any of the banks specified in the bidding documents provided the required EMD amount is more than ₹50,000/-(Rupees Fifty thousand only)

OR

4) E-Payment by Net Banking

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The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents. The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".

In case of E-Payment, upon successful E-payment, a copy of e-receipt issued to the bidder is to be submitted by the bidder with the bid as document towards e-payment of EMD.

- 14.3 Wherever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit/Bid security declaration of the Joint Venture must be on behalf of all the partners of the Joint Venture.
- 14.4 "The Bid Security Declaration in Original shall be submitted in a separate sealed envelope before the stipulated bid submission closing date and time. Any bid not accompanied by an acceptable Bid Security Declaration / Tender Fee in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened. If benefits to MSE's is applicable, MSE vendors are required to submit the Copy of valid NSIC registration Certificate and or Certificate issued by any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006 (applicable in case of a bidder who is an eligible Small Scale Industries (SSI) units seeking waiver for submission of Tender Fee / Bid Security) in Fee/EMD cover.
- 14.5 In case of Single Stage Single Envelope bidding process, the EMD of all the bidders except recommended/evaluated L-1 bidder shall be returned immediately after finalization of evaluation report/recommendations by Tender Committee (TC) whether the recommendation of TC is for award/negotiation/annulment.
 - In case of Single Stage Two Envelope and Two Stage bidding process, the EMD of the Bidders whose Technical Bid has not been found acceptable, shall be returned along with letter communicating rejection of Technical Bid. The EMD of all the Bidders except recommended/evaluated L-1 bidder, whose price bids are opened, immediately after finalization shall be returned of evaluation report/recommendations by the Tender Committee (TC) whether recommendation of TC is for award/ negotiation/annulment.
 - An intimation in this regard shall also be sent to all such bidders, after return of their EMD, through e-tendering system/e-mail by the concerned executive.
- 14.6 The Earnest Money Deposit of the successful Bidder to whom the Contract is awarded will be returned when the said Bidder has signed the Contract Agreement and has furnished the required Security Deposit.
- 14.7 The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:
 - a) If the Bidder withdraws or varies its bid during the period of Bid validity.
 - b) If the Bidder does not accept the correction of its Bid Price
 - c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents;

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- d) In the case of a successful Bidder, if the Bidder fails, within the time limit,
 - (i) to sign the Contract Agreement and/or
 - (ii) to furnish the required Security Deposit.
- e) If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of RGPPL.
- f) In case the bidder / contractor is disqualified from the bidding process in terms of section 3 & 4 of Integrity pact.
- 14.8 No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.

14.9 TENDER FEE

14.9.1 The Bidder shall furnish, as part of his bid, a Tender Fee in the amount as stipulated in

NIT/IFB/Tender Enquiry, in a separate envelope super scribed on the top as under:

If benefits to MSE's is applicable, MSE vendors are required to submit the Copy of valid NSIC registration Certificate and or Certificate issued by any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006 (applicable in case of a bidder who is an eligible Small Scale Industries (SSI) units seeking waiver for submission of Tender Fee / Bid Security) in Fee/EMD cover."

- 14.9.2 The Tender Fee shall be in the form of a crossed Online transfer or Demand Draft or Pay order or Banker's Cheque in favour of RGPPL payable at Chiplun for the amount specified in SCC.
- 14.9.3 Any bid not accompanied by an acceptable Tender Fee/ Copy of valid NSIC registration certificate/other Certificate issued by any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.
- 15. **WORK SCHEDULE:** The entire Work 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 mobilization of all resources.

PART D - SUBMISSION OF BID

16. SEALING AND MARKING OF BID

Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable.

File related to particular Attachment/ Schedule including their annexures/appendices, if any, shall be given name of that Attachment/ Schedule only. Bidders to further ensure that documents uploaded online are being downloaded properly; Employer shall not be responsible for corrupt files, if any.

16.1 Documents to be submitted in physical form (as brought out at ITB clause 11.3.1) shall be sealed and marked in the following manner:

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Mumbai Office : Samruddhi Venture Park, 5th Floor, MIDC, Marol, Andheri (E), Mumbai - 400093. Tel: 022- 28216613, Fax: 022- 28269037

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



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- (i) The Earnest Money Deposit/Bid Security Declaration furnished in accordance with ITB Clause 14 shall be sealed in a separate envelope duly marking the envelope as EARNEST MONEY DEPOSIT/Bid Security Declaration".
- (ia) The Tender Fee (in case paid in modes other than on-line payment) furnished in accordance with ITB Clause 14 shall be sealed in a separate envelope duly marking the envelope as TENDER FEE".
- (ii) The power of attorney furnished in accordance with ITB Clause 11.3.1(b) shall be sealed in a separate envelope duly marking the envelope as "POWER OF ATTORNEY".

The envelopes shall then be sealed in an outer envelope.

- The inner and outer envelopes shall:
 - be addressed to the Employer at the address given in the (a) 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.
- 16.3 The inner envelopes shall also indicate the name and address of the Bidder.
- 16.4 If the outer and inner envelope is not sealed and marked as required above, the Employer will assume no responsibility for its misplacement.

17. BID SUBMISSION

Bidders are requested to submit offer / proposal as under:

- (A) **TECHNICAL BID**
- (I) PHYSICAL DOCUMENTS

Envelope-1... marked as 'Bid Security Declaration'

Bid Form 1: EMD form/Bid security declaration

Envelope-2--- marked as "Tender Fee"

- b) Authority to Sign the bid
- c) Electronic Fund Transfer (EFT) Form

Any other document as mentioned in the tender document (if applicable) .

(II) ON-LINE DOCUMENTS

(i) Acceptance of conditions of GTE

Following conditions specified in the GTE:

- a) Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate)
- b) Compliance On Qualifying Requirement
- c) Acceptance of RGPPL GENERAL SAFETY OBLIGATION, GENERAL ENVIRONMENTAL OBLIGATIONS & SAFETY CONDITIONS TO BE FOLLOWED
- d) Acceptance of RGPPL Fraud Prevention Policy
- e) Declaration On Banning Policy
- i. Certificate for Restrictions on procurement from Bidder of a country which shares a land border with India

Bidders may note that in case they do not accept the GTE conditions, their bids shall be not considered and shall be rejected.

Any other condition, if mentioned in GTE, requiring any confirmation/information are to ticked/filled up suitably.

(ii) Upload the following in FEE Cover/Envelope

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- a) Attachment 1: Earnest Money Deposit/Bid Security Declaration (scanned copy)
- b) Attachment 1A: Cost of Bidding/Tender Documents
- (iii) Upload the following in Pre-Qual/Technical Cover/Envelope
- a) Attachment 2: Authority to sign the bid (scanned copy)
- b) Attachment 3: Bidders Qualification Documents
- d) Attachment 4: Equipment/Machinery Deployment Schedule/ Technical details & data sheets, drawings, compliance to scope of work etc.
- e) Attachment 5:
 - 1. General Declaration
 - 2. Electronic Fund Transfer (EFT) Form
 - Details along with Copy of PF and ESI registration, PAN and GSTIN. In case GSTIN is not specified, it shall be considered that the bidder is an unregistered dealer.
 - 4. Declaration Regarding GST
 - 5. Declaration regarding Restrictions on procurement from Bidder of a country which shares a land border with India
 - 6. Fraud Prevention Policy
 - 7. Nil deviation certificate
 - 8. Declaration on withholding and banning policy

Any other document asked for in the SCC/Technical specifications also to be uploaded in

Pre-Qual/Technical Cover/Envelope.

(B) PRICE BID

In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices; taxes etc. as asked for. The filled Bill of Quantity (BOQ) is to be uploaded in the **Finance Cover/Envelope** on the portal.

The on-line bid is to be digitally signed using a valid Class II/III digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India, failing which the bid shall be rejected.

18. **DEADLINE FOR SUBMISSION OF BID:**

- 18.1 Bids must be submitted online no later than the time and date stated in the Bid Data Sheet. Original Bid Security / Exemption certificate (if applicable) and Power of Attorney shall be submitted in physical form before stipulated bid submission time at the address specified in BDS. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.
- 18.2 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.

19. LATE EARNEST MONEY DEPOSIT/Bid Security Declaration, TENDER FEE AND INTEGRITY PACT

Any Tender Fee, Bid security declaration (or extension thereof) and/or Integrity Pact bid received by the Employer after the bid submission deadline prescribed by the Employer, will be rejected and returned unopened to the Bidder.

20. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BID:

20.1 Bidders are requested to submit the bids on www.etenders.gov.in

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- 20.2 Bids shall be hosted / uploaded and submitted the e-tender on (www.etenders.gov.in) portal by the date & time specified in the NIT/Basic data of the Tender in the e-tender portal.
- 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.
- No bid may be withdrawn/modified in the interval between the bid submission 20.4 deadline and the expiration of the bid validity period. Withdrawal/modification of a bid during this interval may result in the Bidder's being ineligible for participation in the future tenders issued from RGPPL for a period of 06 months from the date of withdrawal of the bid.

PART E - BID OPENING AND EVALUATION

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 authorized 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 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**

22. 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 for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. 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 Awards/Contract Agreements in the bid by new/additional Orders/Purchase Orders/Letter of Awards/Contract Agreements for conforming to Qualifying Requirement shall be sought, offered or permitted.

23. EVALUATION AND COMPARISON OF BIDS:

23.1 BID EVALUATION

23.1.1 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

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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.

23.1.2 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.

23.2 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 totaling 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.
- 23.3 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.
- 23.4 **Abnormally High or Low Rated Items:** If the rates/prices quoted by the successful Bidder for certain items of the Schedule of quantities are found to be abnormally high or low in relation to the Employer's estimate of the cost of work to be performed under the Contract, then Employer may require the Bidder to produce detailed rate/price analysis for such items of the Schedule of Quantities, to demonstrate the internal consistency of these rates/prices with the construction methods and schedule proposed. After evaluation of the rate/price analysis, Employer may require that the amount of the Security Deposit be increased at the expense of the successful Bidder to a level sufficient to protect Employer against financial loss in the event of default by the Contractor under the Contract, to carry out such low rated items of work, subject to the provisions of GCC. Further, the Employer will require the Contractor to provide a suitable undertaking to execute the item(s) of Work to the extent of quantities up to the variation limits.

23.5 Post-Qualification:

23.5.1 The Employer will determine to its satisfaction whether the Bidder is qualified to satisfactorily perform the contract, in terms of the Qualifying Requirements

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(QR) stipulated in NIT/IFB/Tender Enquiry and other criteria detailed elsewhere in the bidding documents.

- 23.5.2 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 Attachments 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.
- 23.5.3 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

- 24. **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 lowest evaluated bid, provided that such Bidder has been determined to be qualified to perform the contract satisfactorily.
- 25. 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.

26. **LETTER OF AWARD**:

- 26.1 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.
- 26.2 This Letter of Award/Purchase Order will constitute the formation of the Contract.
- 26.3 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.
- 27. Subcontracting not allowed unless otherwise specified elsewhere.

28. SIGNING OF CONTRACT AGREEMENT:

28.1 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.

28.2 Manner of Execution of Contract Agreement

- i) 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.
- ii) The Contract Agreement shall be prepared by the Employer and signed at the office of the Employer. The Contract Agreement will be signed in

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two originals and the Contractor shall be provided with one signed original and the other originals will be retained by the Employer.

- iii) 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.
- iv) 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.
- 29. **INELIGIBILITY FOR FUTURE TENDERS:** Notwithstanding the provisions 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.
- 30. **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 GTE 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.

31. **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 by accepting GTE conditions "Do you accept Withholding & Banning of Business Dealing Policy.

- 32. Taxes, duties & levis etc.
- 32.1 "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.

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32.2 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.

- 32.3 For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
- 32.4 The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of bid submission.
- 32.5 The bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
- 32.6 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.
- 32.7 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.
- 32.8 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.
- 32.9 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.
- 32.10 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.
- 32.11 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.
- 32.12 RGPPL shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
- 32.13 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.
- 32.14 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.
- 32.15 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.
- 32.16 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.
- 32.17 RGPPL shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- 32.18 Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- 32.19 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.
- 32.20 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.

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32.21 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.

- 32.22 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.
- 32.23 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.

32.24 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.

33. **Limitation of Liability:** Successful bidder's total liability shall be limited to award value only.

Laws Governing the Contract:

- 34. 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
- 35. 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 O&M 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").
- 36. The bidder shall comply with all the legal requirements and obtain all necessary licenses/permissions under various applicable Laws/Acts.
- 37. Bidders not confirming to these requirements may be rejected and no correspondence whatsoever thereof shall be entertained.
- 38. 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.
- 39. 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 Government or local authority including Indian Workmen's Compensation Act, Contract labour (Regulation and Abolition) Act 1970 and Egual Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act etc. in so far as they are applicable to this contract. The successful bidder shall indemnify and keep RGPPL indemnified in case any proceedings are taken or commenced by any authority against the RGPPL for any contravention of any of the laws, bye laws or scheme by the successful bidder. If as a result of successful contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the RGPPL is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the RGPPL shall be entitled to deduct the same from any money due or that may become due to the successful bidder under this contract or any other contract or otherwise recover from the successful bidder any sum which the RGPPL is required or called upon to pay or reimburse on behalf of the successful contractor.
- 40. RGPPL shall not be responsible financially or otherwise for any injury to the contractor's personnel in the course of performing the job.

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- 41. **Water/Power Supply:** RGPPL may provide free of cost following at a single point only at the sole discretion of RGPPL.
 - 41.1 50Hz single phase/ 3Φ power supply
 - 41.2 Water Supply
- 42. **Anti-profiteering clause**: As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from <u>input tax credit</u> to the consumer by way of commensurate reduction in prices. The Contractor of Goods / Services may note the above and quote their prices accordingly.

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by RGPPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RGPPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by RGPPL.

42. **GST Invoice shall contain the following:**

- a) Name, address and GSTIN of the supplier.
- b) A consecutive serial number containing only alphabets and/or numerals, unique for a financial year.
- c) Date of its issue.
- d) Name, address and GSTIN/ Unique ID Number, if registered, of the recipient.
- e) Name and address of the recipient and the address of delivery, along with the name of State and its code, if such recipient is unregistered and where the taxable value of supply is fifty thousand rupees or more.
- f) HSN code of goods or Accounting Code of services.
- g) Description of goods or services.
- h) Quantity in case of goods and unit or Unique Quantity Code thereof.
- i) Total value of goods or services.
- j) Taxable value of goods or services taking into account discount or abatement, if any.
 rate of tax (CGST, SGST or IGST) amount of tax charged in respect of taxable goods or
 services (CGST, SGST or IGST)
- k) Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce.
- I) Place of delivery where the same is different from the place of supply.
- m) Whether the tax is payable on reverse charge.
- n) The word "Revised Invoice" or "Supplementary Invoice", as the case may be, indicated prominently, where applicable along with the date and invoice number of the original invoice; and (q) signature or digital signature of the contractor or his authorized representative.
- 43. The award of contract shall be on "work contract basis". The bidder shall be responsible for payment of GST levied on the work contracts services in accordance with the applicable Act or Notification(s) by the State or Central Government or other authorities and rules made there under including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on seven (7) days prior to the date of bid opening shall be included in the bid price. In case of any variation in the rates of the tax after the date seven (7) days prior to date of bid opening, the same shall be paid/reimbursed to/recovered from the successful Bidder subject to submission of documentary evidence and proof of having made the payment at the revised rate and on certification by Engineer-in-charge.
- 44. It shall be incumbent upon the successful bidder to obtain a registration certificates under GST law and other law(s) relating to levy of tax, duty, cess etc and necessary evidence to this effect shall be furnished by the successful Bidder to RGPPL. If the successful Bidder intends to engage itself in quarrying or miming of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals required for the Works, as the case may be, it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee or charges applicable thereto.
- 45. The bid price shall also be inclusive of Royalties or Seigniorage, Fee or Cess or other charges payable on the quarried or mined metals, minerals or minor minerals as the case

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may be, at the rate(s) prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening.

46. Insurance of plant, equipment, during transit and during commissioning shall be included in above Bill of Quantity (BoQ) / Schedule of Rates (SoR) like Marine / Inland Cargo / Erection all Risk (EAR) /Third Party /Public liability etc. for which RGPPL will not pay separately.

47. Other Terms & conditions:

i) Compliance of labour laws:

The Contractor shall be liable to make payment to all the employees / personnel working for the contract and make compliance with prevailing provisions of labour laws. If RGPPL, is held liable as 'PRINCIPAL EMPLOYER' to pay contribution etc. under ESI Act or any other legislation of Government or Court decision, in respect of the employees / manpower engaged by the Contractor, then the latter would reimburse, the amounts of such payments so paid by RGPPL.

- ii) **Co-operation with other agencies:** The Contractor & its personnel shall fully cooperate with other contractor's person working at RGPPL's site to avoid any hindrance to the smooth progress of ongoing works.
- iii) Gate Pass/Identity Cards: The contractor shall issue photo entry pass for their personnel to be deployed inside plant, which they shall be required to display prominently during the period of their stay within the company premises. The contractor shall obtain proper gate pass for entries and exists of all materials and equipments inside the plant. For gate pass 'Non-Criminal Certificate' along with photo id proof may be required.
- iv) **Suspension & termination of work:** In the event that the progress of execution is found below acceptable time schedule and the contractor is not able to improve despite the three-repeated notice, RGPPL shall have the right to suspend / terminate the order by giving a notice of 15 days. Suspension/ Termination of work in part or full shall be governed as per respective clause(s) of General condition of contract (GCC) (NTPC/RGPPL).
- v) **Force Majeure:** Either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz. Acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics; lawful strikes and lock outs, then provided notice of happening of any such eventuality is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the force majeure, the period of force majeure shall be excluded from the time specified for fulfillment of obligation of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than seven days, such events shall not be construed to be force majeure events. If force majeure event continues beyond a period of six months, the parties shall mutually decide further course of action. Neither party can claim any compensation from the other party on account of force majeure event.
- vi) **Safety Obligations**: Agency shall STRICTLY follow and FULLY comply with the RGPPL's safety norms enclosed in Forms & Annexures, in addition to the "SAFETY CODE" of NTPC displayed at RGPPL website www.rgppl.com (while referring the SAFETY CODE, the names NTPC Ltd/National Thermal Power Corporation shall be replaced & read by name Ratnagiri Gas & Power Pvt. Ltd) & specific instructions of RGPPL Safety-in-Charge.
- vii) **General Environmental obligations:** Agency shall STRICTLY follow and FULLY comply with the RGPPL's General Environmental Guidelines enclosed in Forms & Annexures
- viii) **Rate Validity:** The rates agreed to herein shall remain fixed till the expiry of the contract and the contractor shall not be entitled to any increase or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any understanding or assurance given or alleged to have been by any employee of the company or due to, contractor own ignorance or on account of any difficulties or hardships faced by him.

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Discipline: The contractor shall be responsible for the proper behavior of the persons employed by him and exercise control over them. He shall also bound to prohibit and prevents his employees from taking any direct or indirect interest and/ or support assist maintain or employees from taking any direct or indirect interest and/ or support assist maintain or help any person or persons engaged in any antisocial activities, demonstration, riots or agitation, which may in any way be detrimental or prejudicial to the interest of the Company or of the proprietors or occupiers of land/ properties in the neighborhood. In the event of any such action by his person or persons, Contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims actions, suits, proceedings, loses or damages on any ground whatsoever.

In any case the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours' notice in writing will be given by the Company to the Contractor and such persons shall be necessarily removed from the site by the Contractor on receipt of said notice. Such a person will not be re-employed without the express and written authorization of Engineer In-Charge of the Company. Suitable replacement/ arrangement to be made by the contractor to ensure uninterrupted services under above circumstances as per the instruction of the Company representative.

- X) Handing over of site: Efforts will be made by RGPPL to hand over the site to the Contractor free of encumbrance. However, in case of any delay in handing over of the site to the Contractor, RGPPL shall only consider suitable extension of time for the execution of the work. It should be clearly understood that RGPPL shall not consider any other compensation whatsoever. RGPPL reserves the right to hand over the site in parts progressively to the contractor. The Contractor will be required to do work on such released fronts in parts without any reservation whatsoever.
- xi) **Damage:** Company shall not be liable for or in any respect of any damages or compensation for any injury or for any occupational disease peculiar to the employment to any person engaged through the Contractor and the contractor shall keep the Company indemnified.

While execution of work, the agency should not cause any damage to the available structures around. In case of damage by contractor or his men, the same shall be replaceable on the risk and cost of contractor. Also, the contractor shall be liable for making good all damages/losses arising out of theft, breakage, pilferage of any furniture, equipments, fittings and fixtures as may be caused directly or indirectly by the persons engaged through him/ work carried out by them.

xii) Contractor's Responsibility:

- a) The contractor and its working personnel have to observe safety rules existing in RGPPL.
- b) The contractor has to provide the necessary PPEs to its workers to the satisfaction of EIC.
- c) All the persons engaged by the contractor shall be on his established pay roll and be paid by him and company has to no liability whatsoever in this regard. The contractor shall make regular and full payment of wages & salaries to the persons engaged by him as required under relevant Labour laws and submit one copy of the payment sheet/ register to the company as a proof there of for its record.
- d) The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- e) The contractor shall indemnify RGPPL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- f) Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of subsequent month. The contractor shall be directly responsible and indemnify RGPPL against all charges, dues, claims etc. arising out of the disputes relating to dues and employment of personnel deployed by him.
- g) The contractor shall be responsible for required contributions towards P.F, pension, ESI workmen compensation or any other statutory payments to be made in respect of the Contract and the personnel employed for rendering service to RGPPL & shall deposit these amounts on or before the prescribed dates. Every contractor shall

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submit the proof of depositing the employee and employers' contributions. The contractor shall also be responsible to pay any administrative/ inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of RGPPL.

- h) Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and contractor hereby undertakes to indemnify the Company against all actions, suits, proceedings, claims damages etc. which may arise under the Minimum Wages act payment of wages Act. Employees Provident Fund Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this Contract.
- xiii) The contractor shall not engage any person less than 18 years of age.
- xiv) The consumables brought by the agency shall be in good condition and of good quality and brand.
- xv) **General Conditions of Contract (GCC):** The contract shall also be governed as per GCC-specified above in the tender document displayed at RGPPL website (www.rgppl.com) to the extent applicable. In case of any contradiction between GCC and work service order, work service order shall prevail. (While referring the GCC, the names NTPC Ltd / National Thermal Power Corporation Ltd shall be replaced & read by the name M/s Ratnagiri Gas & Power Pvt. Ltd.). If there is any ambiguity in tender Document and that in GCC then Conditions mentioned in Tender Document will prevail.
- xvi) All payments to the employee are to be done through online payment only.
- xvii) **Dispute and Arbitration:** The agencies hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the Contract amicably. The decision of the Officer-In-Charge shall be binding on the agency. In case of any dispute or difference it shall be resolved through arbitration for which Head of RGPPL site shall be the **arbitrator**. However, in the event of non-acceptance by agency, any third-party arbitrator shall be appointed by mutual agreement. In the event of litigation, the court at Mumbai shall have the jurisdiction over the same.
- a) In case of any violation of statutory provision under labour laws/or otherwise on behalf of the agency there will not be any liability on RGPPL.
- b) In case of breach of any of the terms of agreement, the security deposit of the agency is liable to be forfeited. Any sum of money due, is payable to the agency including the security deposits refundable to him under the contract, can be appropriated by RGPPL against any amount which the agency may owe to RGPPL.
 - In the event of a dispute arising out in connection with the interpretation of any clause in the terms and condition of the contract, agreement, or otherwise the decision of **Head of Project**, **RGPPL** will be final and binding.

xviii) Special conditions on coverage of employee's provident fund

- a. The agency shall be liable to extend Provident Fund benefits as provided under Employee's Provident Fund Scheme to all employees from the date of their joining in the establishment as provided under para 26 of Employee's Provident Fund Scheme 1952.
- b. The agency shall get their establishment covered under the Employee's Provident Fund & Miscellaneous Provisions Act, 1952 and obtain independent PF Code No. directly from the appropriate Regional Provident Fund Commissioner.
- c. The agency shall be liable to deduct the PF contribution from his Employee and deposit the contribution (Employees & Employers both) to the concerned Regional Provident Fund Commissioner before 15th day of every calendar month failing which RGPPL will take necessary action as deemed fit.
- d. After disbursement of wages (through bank payment), the agency shall submit certified copy of the wage sheet bank payment schedule to Officer-in-Charge latest by 15th day of every calendar month for determination of Provident Fund Liability and other statutory obligations.
- xix) **Integrity pact** (Applicable only for those tender when EMD amount exceeds Rs. 10,00,000): Bidders are required to unconditionally accept the "Integrity Pact" (executed on plain paper) as per the Forms and Annexures to the bidding documents which has been pre-signed by RGPPL and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid. Where the joint

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venture(s)/consortium are permitted to participate in the bid, the signing of Integrity pact (IP) by all JV Partner(s)/Consortium members is mandatory. Bidder's failure to comply with the aforesaid requirement regarding submission of "Integrity Pact" (IP) shall be outright rejection of the bid and in such case the bids shall be returned unopened to the bidder.

The same has to be submitted along with the bid in a separate sealed envelope. Bids not accompanied by Integrity pact (IP) as per the requirement in a separate sealed envelope will be rejected and returned unopened to the Bidder. If RGPPL has terminated the contract pursuant to Section-3 of the Integrity Pact (IP), RGPPL shall encash the Contract Performance Bank Guarantee, in accordance with Section V of the Integrity pact.

- 48. These tender documents together with all its attachments / enclosures thereto, shall be considered to be read, understood and accepted by the bidders.
- 49. Tax Deduction at Source (TDS)-

TDS shall be governed as per prevailing rules of Income Tax Act & GST Act

- 50. **RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER SERVICES:** Nothing contained herein shall restrict OWNER from accepting similar service from other agencies, at its discretion and at risk and cost of the CONTRACTOR, if the CONTRACTOR fails to provide the said services any time.
- 51. **Accommodation:** RGPPL will not provide the accommodation and it will be in the contractor's scope. However, RGPPL may consider providing accommodation to the workers/supervisor subject to availability on payment basis, otherwise it is the contractor's scope to provide accommodation.
- 52. **LOCAL TRANSPORTATION:** The contractor has to arrange their own transportation for materials and workers.
- 53. Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority.

However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

- 54. Bidding for the package named is open to bidders from within the Employer's country only, subject to fulfillment of conditions specified in ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India".
- 55. "Restrictions on procurement from a Bidder of a country which shares a land border with India":
 - A. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.
 - Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.
 - However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.
 - B. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person

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not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

- C. Bidders from a country which shares a land border with India" mentioned in para A above means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- D. The beneficial owner for the purpose of clause "C" above will be as under:
 - a) In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
- b) In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;
- e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- E. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- F. Bidders shall certify their compliance to the Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India" by submitting the filled Annexure in the tender document.
- G. All other terms & conditions (including the above mentioned) shall be governed by the circular issued from Department of Expenditure (DoE), Ministry of Finance, OM ref no. F.No. 6/18/2019-PPD dated 23.07.2020. The same can also be downloaded from www.rqppl.com

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FORMS & ANNEXURES

<u>Annexure</u>	Description				
I	Bid Security Declaration Form				
IA	General declaration by bidder				
II	Form of declaration of banning policy				
III	Form of acceptance of fraud prevention policy				
IV	Certificate of Nil Deviation				
V	Certificate for Restrictions on procurement from Bidder of a country which shares a land border with India				
VI	Summary of details & documents in support of QR				
VII	Vendor Information Form				
VIII	ETT Form				
IX	Agreed terms & conditions				
X	PROFORMA of Letter of Authority for Attending the Bid Opening				
XI	PROFORMA of certificate from the CEO/CFO of the company				
XII	Bidder's experience				
XIII	Format for Chartered Accountant certificate for financial capability of the bidder				
XIV	Final check list				
XV	Bidder's queries				
XVI	General safety obligation to agencies				
XVII	General environmental obligations to agencies				
XVIII	Safety conditions to be followed by agencies				
XIX	Fraud prevention policy				
XX	Bank guarantee checklist				
XXI	Proforma for Bank Guarantee for "EMD"				
XXII	Form of Extension of Bank Guarantee				
XXIII	Proforma Bank Guarantee In Lieu Of Security Deposit				
XXIV	Proforma for Contract Performance Bank Guarantee				
XXV	List of Banks acceptable for Bank Guarantee				
XXVI	Performance certificate regarding labor payment and statutory requirements				
XXVII	No demand certificate				
XXVIII	Form of deed of joint undertaking				
XXIX	Proforma bank guarantee for advance				
xxx	Form of Indemnity Bond to be executed by the contractor for the equipment handed over by the employer for the performance of its contract (Entire Equipment consignment in one Lot) – If applicable				
XXXI	Form of Indemnity Bond to be executed by the contractor for the equipment handed over in installments by the employer for the performance of its contract Format for chartered accountant certificate for financial capability of the bidder – If applicable				

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



Sub: Renovation of Swimming Pool at Maitri Club



Annexure-I

Bid Security Declaration Form

(To be submitted in Hard Copy)

Ref.:	:		Dated:		
To RGPPL At & Post: RGPPL Anaj Taluka: Guhagar, Dist Maharashtra, 415634	•				
Dear Sirs,					
In accordance wit No	We, havin ereinafter called	g our the 'Bidder')	M/s Registered/ wish to par	ticipate in the said	
be treated as in	and following: r, in case we with n the bidding docu	draw our offe uments or any pation in the f	r within the va extension the future tenders	alidity period of the ereof, then we shall issued from RGPPL	
of Award/Purcha of Award/Purcha acceptable Perfo result in tender in re- tendering against us as pe also be free to	ase Order of a pagase Order or do ormance Security being annulled the of this particular the provisions of	ckage, we eith not sign the as per biddingen we shall be package and of the Bidding tions as per	ner do not acc c Contract or g documents p treated ineligi contractual ac documents. F	ued the Notification ept the Notification do not submit an rovision, and which ble for participation ction may be taken urther, RGPPL shall so of the policy for	
Date: Place:			Signature Name of the	Authorized person	
NOTE: Bidder may note that confirmation is indice to be furnished later', 'shall be rejected by opened.	ated by them on NA' etc. are indi	r statement/ icated agains	any declarat st the declara	ion like 'later', 'to ation, then the bid	

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



Sub: Renovation of Swimming Pool at Maitri Club



Annexure-IA

General Declaration by Bidder

Bidder's Name and Address: To

RGPPL

At & Post: RGPPL Anajnwel, Taluka: Guhagar, Dist: Ratnagiri

Maharashtra, 415634

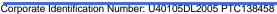
Dear Sirs,

We hereby confirm that:

- 1. We have carefully read General Conditions of Contract, Special Conditions of Contract, Technical Specification and Bid Drawings (including amendments/errata) and Schedule of Quantities and all other Bidding documents.
- 2. Our technical team*/technically competent officer* visited the site to apprise ourselves about availability of construction materials, unskilled labor, access to site and other infrastructure/enabling facilities (including availability of water/power) needed for the execution of the contract.

Date	:	(Printed Name)
Place	:	(Designation)

* Please strike out whichever is not applicable



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



Sub: Renovation of Swimming Pool at Maitri Club



Annexure-II

DECLARATION ON BANNING POLICY

Tο

Ratnagiri Gas & Power Pvt. Ltd., Ratnagiri Gas & Power Project, At: Anjawel, Tal. Guhagar, Dist.: Ratnagiri – 415 634.

- i. We have read the contents of the Banning Policy of RGPPL displayed on its tender website http://www.rgppl.com and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:
 - 1. We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
 - 2. We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
 - 3. Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or RGPPL during the last five years.
- ii. We further declare as under:

that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, RGPPL shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

Signature along with Seal of Company
Name
Designation
Name of Co

Corporate Identification Number: U40105DL2005 PTC138458

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



^{*}While referring the policy, NTPC is to be read as RGPPL.

^{**}While referring the policy, at S.no.3 clause vi), www.ntpctender.com shall be replaced & read as www.rgppl.com.





Annexure-III

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Name of Contract: "	"
To, RATNAGIRI GAS AND POWER PRIVATE LI At & Post: Anjanwel, Tal.: Guhagar, Dist.: Ratnagiri, Maharashtra, India – PIN 415 634 Phone: 02359 – 241 134, Fax: 02359 – 2	
Ladies and Gentlemen:	
that we along with our associates/collabo	of the Fraud Prevention Policy and undertake prator/subcontractor/sub-vendors/consultants, abide by the provision of the Fraud Preventior
	Yours faithfully,
Date:	(Signature)
Place: Name)	(Printed
(Designation)	
(Common Seal)	

Corporate Identification Number: U40105DL2005 PTC138458

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



Sub: Renovation of Swimming Pool at Maitri Club



Annexure-IV

CERTIFICATE OF NIL DEVIATIONS

(To be submitted by the Bidder along with his Bid)

ĸet	Ref.:	Dated:
Sul	Sub work:	
At/ Tal Mal	To Ratnagiri Gas and Power Pvt. Ltd., ot/ PO: Anjanwel, Fal. Guhaghar, Dist. Ratnagiri-415634, Maharashtra, India Phone: 02359 – 241134, Fax: 02359 – 241 093	
De	Dear Sir,	
1.	With reference to our Bid submitted against comply with all terms, conditions and specin in conjunction with Amendment(s) / Classissued by the Employer prior to opening of has been taken into consideration while Price Bid and we declare that we have not to	fications of the Bidding Documents read rification(s) / Addenda/Errata (if any) Techno-Commercial Bids and the same making our Techno-Commercial Bid &
2.		nd/or Services offered do not meet the shall be rejected as Technically
3.	 We also confirm that in case w conditions/deviations/variations/exception, the techno-commercial bid, our bid shall be 	implicit or explicit, found anywhere in
4.	 We further confirm that if any deviation/va Bid, the EMD shall be forfeited. 	riation in any form is found in our Price
	Sigr	nature along with Seal of Company
	Nan	ne
	Des	ignation
	Nar	ne of Company

Corporate Identification Number: U40105DL2005 PTC138458

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



Sub: Renovation of Swimming Pool at Maitri Club



Annexure-V

<u>Certificate for Restrictions on procurement from Bidder of a country</u> which shares a land border with India

We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

*We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure...**....

*Bidder to strike-off, if not applicable.

**Bidder to mention the Annexure no.

Yours faithfully,

Date:	(Signature)
Place: Name)	(Printed
(Designation)	



(Common Seal).....

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



ISO
14,001
Environmental
Management

EMS 712337

Enquiry No.: 201300109

Sub: Renovation of Swimming Pool at Maitri Club

Annexure-VI

Summary of Details & Documents in Support of QR

(To be submitted in with Techno-commercial Bid)

To,

Ratnagiri Gas and Power Pvt. Ltd.,

At/ PO: Anjanwel,

Tal. Guhaghar, Dist. Ratnagiri-415634,

Maharashtra, India

Phone: 02359 - 241 134, Fax: 02359 - 241 093

In order to meet the Qualifying Requirement of NIT, we submit as under:

SI.	QR Stipulation	n Brief Details along with Supporting Document									
		Name of Client (Name and	LOA/ Contract/ Purchase Order	Award Value of	Client	Value of work executed (Rs.)					
		address)	no. and date	Purchase Order (Rs.)	details	Period of execution					
		Financial Year ()									

Corporate Identification Number: U40105DL2005 PTC138458

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





Sub: Renovation of Swimming Pool at Maitri Club

Financial Year ()		
Financial Year ()		
Average		
PAN NUMBER		
GST Registration Number		

Documents in Support of meeting QR: Bidder must submit all requisite documents in support of their meeting the

CHECKLIST FOR PRE-QUALIFYING REQUIREMENT:

QR CLAUSE	Qualifying Requirement	Reference No. of Document enclosed in support of QR.
1	Audited Balance Sheet(s) and Profit & Loss Account(s) for FY	
2	Letter of award (LOA) / Work order executed & documentary evidence in support of successful execution provided by client.	
3	PAN No. GST Registration certificate.	

Corporate Identification Number: U40105DL2005 PTC138458

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



Sub: Renovation of Swimming Pool at Maitri Club



Annexure-VII

Vendor Information Form

Bidders are requested to furnish the following information & enclose the valid documentary evidence against the same:

	Order to be i	ssued	at ·		Registered / Head office :					
Name & Address of the Company:					, reg	jistereu	, rieda on	ilice .		
Agency must clearly mention, whether they fall under medium /small /micro enterprise (MSME). If No please mentioned clearly.	Medium	Medium Small Micro Other								
Name & Designation of the key person authorized for this tender work.										
Contact information:	Mobile no:		Teleph	one No :	Fax No:		Email :			
Status of the Company (Please mark tick as √):	Proprietary	Partn	ership	Private Ltd	Public Ltd	Centra Govt./I		Others (Please Specify)		
Registration no. of the Company / Firm:										
*PAN No:										
*PF / *ESI / *WCP nos :	Provident Fu	: Em	ployees Stat	ce Insurano	Workmen's Compensation policy no :					
*GST Number:										
Association with RGPPL: (Please mark tick as $\sqrt{\ }$)	No existin	g relat	ion :	1-	2 years :	Ov	er 2 years:			
ISO & Other Certification:										
Average annual Turnover of Last Three FY: (Please mark tick as √)	Upto	5 Cr :		5 C	r to 10 Cr	Above 10 Cr :				
Line Business (Please mark tick as $\sqrt{\ }$):	Manufacture	Manufacturer: Auth Dea		aler : Ge	er: Importer:		Others (Please specify) :			
Nature of Product/Services dealt in :										

• Bidders are requested to enclose the copy of supporting document along with the bid for verification.

Corporate Identification Number: U40105DL2005 PTC138458

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



Sub: Renovation of Swimming Pool at Maitri Club



Annexure-VIII

EFT Format

To be submitted in Duplicate

	MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET(For RTGS Facility)																					
	To Patnagiri Ga	s & Power P	vt Limit	nd																		
A	At/PO Anjan	wel,Guhagar State,India,P	Taluka	Dist R	tatnagiri	İ,																
Dea	ar Sir,																					
Sı	ub: Auth	orization fo	r releas	e of p	ayment	due	from	Ratnagii	ri G	as & P	ower Pv	t Ltd,	hencef	orth t	throug	jh Ele	ectroni	c fun	d trar	nsfer F	RTGS.	
		(Please	fill in t	he inf	ormatio	on in	CAPIT	TAL LET	TE	RS,Ple	ase TIC	K wh	erever	it is	appl	icable	<u>e)</u>					
1.	Name of t					:																
2.	Adress of	the Party				:																
						Cit	ty:						Pin	Cod	e:							
						Ph	 1 No:						Fax	No:								
						E-	mail lo															
								ent Acco		of Nume	 her:											
_	Doubless	4 D 1					minaile	III ACCC	/uri	it isuifii												
3.	Particular	S OT BANK				-			_													
Bar	nk Name								4	Branch	h Name											
Bra	ınch Place								1	Brancl	h City											
Pin	Code									Branch	h Code											
MIC	CR No																					
		umber appe acy of the Ba								lied by t	the Bank	.Plea	ise atta	ich X	(erox	сору с	of a ch	eque	of yo	our ba	nk for	
Acc	count Type		Sav	ings		Current				Cash Credit												
	count Numb Cheque Bo	oer(as appea ook)	aring in																			
RT	GS/IFSC Co	de																-				
Pho	one No																					
Fax	(No																					
	ME OF THE	CONTACT																				
4. E	Date from w	hich the ma	ındate s	should	be effe	ective	e	:								1						
I he	ere by declar	re that the pa	articular	s give	n above	e are	correc	t and co														
		nation,I shall itate updatio										o un	der tak	e to	advi	se an	y char	nge i	n the	parti	culars	of my
Pla	ace																					
Signature of the Party/Authorized Signatory (With name/stamp/seal)																						
Cre	tificated tha	t particulars	furnishe	d abov	ve are c	orrec	t as pe	er our red	cor	ds.												
	ank's Stamp ate:	:																				
N.B:1)RTGS facilities Centre: 2)RTGS chargers if any,is to be borne by the party. (Signature of the Authorized Offical from the Banks) Authentication no & bank seal/stamp																						

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







Annexure-IX

AGREED TERMS & CONDITIONS

To,	
M/s RGPPL	
Enquiry No:	

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

SI No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2	Please confirm the currency of quoted prices is in Indian Rupees.	
3	Confirm quoted prices will remain firm and fixed till complete execution of the order.	
4	Rate of applicable of GST mentioned in BOQ / SOR	
5	Whether in the instant tender GST is covered in reverse charge rule of GST	Yes/ No In case of Yes, please specify GST payable by: RGPPL:% Bidder:%
6	Confirm acceptance of relevant Terms of Payment specified in the Bid Document.	
7	Confirm that Contract Performance Guarantee/ Security Deposit will be furnished as per Bid Document.	
8	Confirm that Contract Performance Guarantee/ Security Deposit shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank (as per list provided).	
9	Confirm compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of Work service order/LOI.	
10	Confirm acceptance of Price Reduction Schedule/ Liquidated damage for delay in completion schedule specified in Bid document.	
11	a) Confirm acceptance of all terms and conditions of Bid Document (all sections including GCC hosted on portal).b) Confirm that printed terms and conditions of bidder are not applicable.	
12	Confirm your offer is valid for period specified in Bid Document from Final/Extended due date of opening of Techno-commercial Bids.	
13	Please furnish EMD/Bid Security details: a) EMD/ Bid Security No. & date b) Value c) Validity	
14	Confirm acceptance to all provisions of Information To Bidder read in conjunction with all parts of Bid Documents	
15	Confirm that Annual Reports for the last three financial years	

Corporate Identification Number: U40105DL2005 PTC138458

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





Sub: Renovation of Swimming Pool at Maitri Club

	are furnished along with the Un-priced Bid.	
16	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
17	All correspondence must be in ENGLISH language only.	
18	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
19	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

Corporate Identification Number: U40105DL2005 PTC138458

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







Annexure-X

PROFORMA of Letter of Authority for Attending the Bid Opening (To be submitted on BIDDER's Letter Head)

Re	f. No.:			Date:
AT DI	TNAGIR & POST:	RI GAS AND POWER PRIV : ANJANWEL, TAL: GUHAGA TNAGIRI, MAHARSHTRA. 4		
Att	ten:			
De	ar Sirs,			
the	e technica	hereby al bid opening and priced bidfor	d opening against your	Bid No.
				(item
	S.NO	NAME	DESIGNATION	SIGNATORE
	1.			
	2.			
	e confirm mmit.	n that we shall be bound b	by all and whatsoever	our representative(s) shall
Yo	urs Faith	fully,		
			1 D F	ignature Name Designation For & on behalf of Seal

Note: This Letter of Authority should be signed by a person competent and having the power of attorney.

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- 28216613, Fax: 022- 28216613, Fax: 02359- 241118



Sub: Renovation of Swimming Pool at Maitri Club



Annexure-XI

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY

(To be submitted by bidder along with the bid)

1.0	I, Mr/Ms					(*CEO o	f com	pany/*C	FO of	the c	:ompany)
	confirm	that	this	certificate	is	submitted	on	behalf	of	our	company
	M/s			(١	lame	e of the Bid	der) a	nd we ar	e res	ponsil	ole for the
	declaration	on(s) r	nentio	ned herein.							
2.0	•			incial results		•	•	·		_	•
				on the da						_	
	certificate paramete			practicing ailable.	Ch	artered Ac	count	ant cert	ifying	the the	financia
									You	urs fai	thfully,
									(Signa	ture)
Date:							Nar	ne & Des	ianat	ion:	
Place								ne of the	•		
								of the (
*Stril	ke off whic	chever	is not	applicable							

Corporate Identification Number: U40105DL2005 PTC138458

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







Annexure-XII

BIDDER'S EXPERIENCE

To,
M/s RGPPL
TENDER NO:

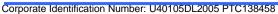
SI. No	Descrip tion of the Service s	LOA /WO No. and date	Full Postal Address & phone nos. of Client. Name, designation and address of Engineer/ Officer-in- Charge (for cases other than purchase)	Value of Contrac t/Order (Specify Currenc y Amount)		Scheduled Completion Time (Months)	Date of Actual Compl etion	Reasons for delay in executio n, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:



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



Sub: Renovation of Swimming Pool at Maitri Club

14001 **Enquiry No.: 201300109**

Annexure-XIII

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We	have	verified	the	Annual	Accounts	and	other	relevant	records	of
M/s.				(Na	ame of the b	idder)	and cer	tify the fol	lowing	

ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

Name of Audit Firm: [Signature of Authorized Signatory]

Chartered Accountant Name:

Designation: Date:

Seal:

Membership no.

Instructions:

- The financial year would be the same as one normally followed by the bidder 1. for its Annual Report.
- 2. In case where audited results for the last financial year as on the date of bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO stating that the financial result of the Company are under audit as on the date of Technocommercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- For the purpose of this Tender document, Annual Turnover shall be "Sale 3. value/ Operating Income".
- This certificate is to be submitted on the letter head of Chartered Accountant. 4.

Corporate Identification Number: U40105DL2005 PTC138458

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







Annexure-XIV

FINAL CHECK LIST

	FINAL CHECK LIST	
Sr.	DESCRIPTION	BIDDERS
No.		CONFIRMATION
1.	Bidder's Details:	Г
	a) Name	
	b) Full address	
	c) Tel No.	
	d) Fax No.	
	e) Email	
	f) Name & designation of the person signing the bid	
2.	QR has been carefully examined & QR CHECKLIST filled in totality (All	
	reference documents also enclosed)	
3.	Documentary proof for Power of Authority of the person signing the bid.	
4.	Validity:	
	Bid: Valid minimum for Six (6) months from the date set for opening of	
	technical bid.	
	EMD: Minimum for Seven (7) months from the date set for opening of	
	technical bid.	
5.	The scope has been quoted as per tender requirement.	
6.	Currency of offer:	
	a) The currency once quoted shall not be permitted to be changed.	
	b) All the correspondences will be in English language only.	
7.	Price:	
	a) A copy of price format / BOQ (without price) but duly filled in with	
	Quoted/Unquoted word in each cell format duly signed and stamped to be	
	submitted with un-priced part of bid.	
	b) Confirm that the prices quoted are as per 'Price Format' given in tender	
	document without any change and submitted with the Price Part of the BID.	
	b) Quoted prices will remain firm and fixed till complete execution of the order.	
	c) The tender document is carefully studied & understood and quoted price are	
	inclusive of all as per requirements of tender documents.	
8.	Terms and Conditions: Acceptance of 'Terms & Conditions' as Contained in	
	Bid Document and GCC to the extent applicable	
9.	Acceptance to the following:	
	a) Payment Terms.	
	b) Fraud Prevention Policies	
	C) Banning Policy	
	D) Certificate for Restrictions on procurement from Bidder of a country which	
	shares a land border with India	
	E) Nil Deviation	
10.	Duly filled , signed and stamped annexures in FORMS &	
	ANNEXURES	
		l

Corporate Identification Number: U40105DL2005 PTC138458

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







Annexure-XV

Го,			
M/s RGPPL			

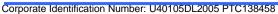
TENDER NO:

SL.	REFEREN	NCE OF BI	DDING DO	BIDDER'S	RGPPL'S REPLY	
NO.	SEC. NO.	Page No.	Clause No.	Subject	QUERY	

BIDDER'S QUERIES

NOTE: The bid queries may be sent by fax and also by e-mail but not later than 07 (seven) days prior to bid opening date.

SIGNATURE OF BIDDER NAME OF BIDDER



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



Sub: Renovation of Swimming Pool at Maitri Club



Annexure-XVI

GENERAL SAFETY OBLIGATION TO AGENCIES

1. Contractor has to arrange for all the safety equipments like safety shoes, Helmets, goggles, gloves, safety belts etc required for safety of their workers working at site.

- The contractor shall issue photo entry pass for their personnel to be deployed inside plant, which they shall be required to display prominently during the period of their stay within the company premises.
- 3. The contractor shall obtain proper gate pass for entries and exists of all materials and equipments inside the plant.
- 4. Liabilities for Safety at site shall be strict in the observance of the existing safety and accident prevention regulations of RGPPL.
- Contractor has to take special precaution to ensure that the personnel under his control do not carry any combustible materials such as matchbox, cigarettes, etc. Smoking is strictly prohibited inside plant premises.
- The Contractor shall have the group insurance/Workman's compensation policy for the working manpower at site looking the scope of work and as per the statutory rules for the complete period of contract.
- 7. The Contractor shall ensure proper safety to all the workman, materials, plant and equipments belonging either to him or to other agencies or to RGPPL at the Site.
- 8. The Contractor will notify well in advance to the Engineer-in-charge of his intention to bring to the site any container filled with liquid or fuel or gas or explosive or petroleum substance which may involve chemical hazards, The Engineer-in-Charge shall have the right to prescribe the terms and conditions under which such container is to be handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer-in-Charge shall have the right at his sole discretion to inspect any such container or such construction plant for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use,
- 9. All equipments used in construction and direction by Contractor shall meet Indian/International standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained in accordance with manufacturer's operation manual and safety instructions and as per guidelines of RGPPL in this regard.
- 10. Periodical examinations and all tests for lifting/hoisting equipments and tackles shall be carried out in accordance with the relevant provisions of factories Act. 1948, Indian Electricity Act. 1910 and other applicable laws/rules in force from time to time. A register of examinations and tests shall be properly maintained and will be promptly produced as and when desired by Engineer in -Charge or by the person authorized by him.
- 11. The Contractor shall fully responsible for the safe storage of his and his sub-Contractor's radio-active source in accordance with BAFO/DAE in connection with use storage and will be promptly taken by Contractor.
- 12. The Contractor shall provide suitable safety equipments of prescribed standard to all employees and workman according to the need or as may be directed by Engineer-in-Charge who will also have right to examine these safety equipments and determine their suitability, reliability, acceptability and adaptability.
- 13. Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code or practices/rules framed under Indian Explosives Act, pertaining to handling, storage and use of the explosives.
- 14. The Contractor shall provide safe working conditions to all workman and employees at the site including safe means of access railing, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material shall be used by the Contractor.
- 15. The Contractor shall not interfere or disturb electric, fuses, cables and other electrical equipments belonging to the owner or other Contractor under any circumstances, whatsoever unless expressly permitted in writing by RGPPL to handle such fuses, cables or electrical equipment.
- 16. No weight of any description will be imposed on any cable and no ladder or similar equipment shall rest against or attached to it unless expressly permitted to do so by RGPPL.
- 17. No repair work shall be carried out on any live equipment. The equipment must be declared safer by engineer in- charge and a permit to work shall be issued by Engineer-in-Charge before any repair work is carried out. While working on electric line/equipments whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to electricians/workmen/officers.
- 18. The Contractor shall employ necessary number of qualified, full time electricians/ Electrical. Supervisors to maintain his temporary electrical installations.
- 19. The Contractor employing more than 250 workmen, whether temporary, casual, probationer regular or permanent or on contract, shall employ at least one full time exclusively as safety officer to supervise

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safety aspects of the equipments and workman who will coordinate with the project safety officer. In case of work

being carried out through Sub-Contractor the sub-Contractor's workman/employees will also be taken in to account as for the Contractors workman/employees, purpose of observing safety precautions and appointing safety officer. The name and address of such safety officer or Contractor will be promptly informed in writing to Engineer - in - Charge with a copy to project safety officer-in-Charge

- 20. In case of any accident occurs during the construction/erection or associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to RGPPL's Engineer in Charge in prescribed form and also to all the authorized envisaged under the applicable laws.
- 21. The Engineer -in charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the workmen and equipments. In such cases, the Contractor shall be informed about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor shall stopping the specific work, can, if felt necessary, appeal against the order or stoppage the specific work to the General Manager of the project within 15 days of such stoppage of work and his decision in this respect shall be conclusive and binding on the Contractor.
- 22. The Contractor shall not have any right to claim any damages/compensations for stoppage of work due to safety reasons as provided in para 21.0 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be exempted for purpose of levy of liquidated damages.
- 23. The Contractor shall follow and comply all RGPPL safety instructions and codes, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be applicable from time to time without any demur, protest or contest or reservation. In case of conflict, the statutory provision shall over ride RGPPL instructions on any particular safety measure.
- 24. If the Contractor fails in providing safe working environment as per the safety instructions/ codes etc. or continues the work even after being instructed to stop work by Engineer-in -charge as provided in para 21.0 above, the Contractor shall be liable to promptly pay on demand by the owner such compensation amount per day or there of as may be determined by the Engineer-in-charge, which shall not exceed Rs. 5,000/- per day or the actual loss suffered by the owner whichever is more. However, in case of accident taking place causing injury in any individual their provision contained in para 26.0 shall also apply in addition to the compensation mentioned in this para.
- 25. In case of continued violation of RGPPL safety instructions and codes and applicable laws which are prepared to ensure safety to men and material and plant and equipment or Contractor's will failure to comply with instructions of Engineer-in-Charge as aforesaid RGPPL shall have the right at its sole discretion of debar such Contractor's for award of any contract in future, Further RGPPL shall not permit its Contractor's also to award any of their sub-Contractor's to any such defaulting Contractor's under any circumstances, whatsoever.
- 26. If the Contractor does not take all safety precautions and/or fails to comply with the safety instructions as prescribed by RGPPL or under the applicable law for the safety of the equipment and plant and for the safety of its workmen and the Contractor does not prevent hazardous conditions which cause injury to his own employees who are working at site or adjacent thereto, the Contractor shall be responsible for payment of compensation to RGPPL as per the following schedule.

a) Fatal injury or accident causing death of	As determined by the workmen compensation
workmen or employees	commissioner under Workmen's Compensation
b) Major injuries or accident causing 25% or	Act 1923 and any subsequent amendment.
more permanent disablement to workmen or	, '
employee	

- 27. The Compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation Act & Rules framed there under or any other applicable laws as applicable from time to time. In case the owner is made to pay such compensation then the Contractor is bound to reimburse the owner such amount in addition to the compensation indicated above.
- 28. If the Contractor observes all the safety instruction, Laws and Rules during the currency of contract awarded by the owner and no accident (Fatal or major or minor accident/ injury) occurs to any of its workmen or equipment due to non compliance of safety instructions and applicable law then RGPPL may consider the performance of the Contractor and award suitable "ACCIDENT FREE SAFETY MERITORIOUS AWARD" as per scheme detailed/ announced separately to such Contractor after successful completion of their contracts, which apart from monetary benefit may add to the Contractor's qualification competing for other contracts of RGPPL.

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Annexure-XVII

GENERAL ENVIRONMENTAL OBLIGATIONS TO AGENCIES

- 1. Ratnagiri Gas & Power Pvt. Ltd (RGPPL) environmental policy is documented implemented and maintained at RGPPL and shall be available to all interested parties on demand.
- 2. We expect our business partners to adhere to the requirements of our Environmental policy, salient features of which are:
 - a. Continual improvement in its environmental performance
 - b. Control and prevention of pollution
 - c. Conservation of natural resources
 - d. Waste minimisation
 - e. Compliance with regulatory requirements
 - f. Creating environmental awareness to its employees and associates working with it.
- Accordingly, all the successful bidders shall also be responsible to act and comply towards our Environmental Policy. They shall also extend full co-operation to the authorized representative of RGPPL to achieve the objective of the Environment Policy.
- 4. The successful bidder may note that:
 - ii. The personnel employed by them have requisite knowledge to carry out the job entrusted to them in an environmentally conscious way and are aware of RGPPL Environment Policy. In case they require any clarification in the Environment Policy and its objectives, they can contact the Engineer-in-Charge for the same.
 - iii. The personnel engaged by them use the required personnel protective equipments while at work, wherever required.
 - iv. They should ensure that water, fuel and energy are used judiciously i.e. water & power points are closed/put off when not in use.
 - v. Limit to the speed limits while driving.
 - vi. For the hired vehicles of RGPPL the smoke emission from vehicles shall be as per norms laid down by Motor Vehicle Act, which is subject to change from time to time. Necessary PUC Certificate shall be produced to RGPPL officials on demand.
 - vii. The vehicles employed by them meet the requirement of the PUC norms. Check the vehicles for energy efficiency, vehicular emission, oil leakages, tyre pressure etc regularly and correct if needed.
 - viii. Any oil/chemical leakage shall be immediately brought to the notice of Engineer-in-Charge so that corrective action is taken quickly to avoid any water/land/air contamination.
 - ix. Care shall be taken while filling/removal of oil from the equipments that no spillage take place. Any used oil removed from the equipment shall be filled in drum marked as "Used Oil Drums".
 - x. Proper housekeeping shall be done after maintenance activity. The waste/garbage collected from various site by housekeeping contact personnel shall be disposed as per instructions of Engineer-in-Charge.
 - xi. Use recyclable material to the extent possible in packing.
 - xii. Take all precautions as necessary while carrying hazardous chemicals and hazardous wastes.
 - a. Insist for MSDS for hazardous chemicals and TREM card for hazardous wastes.
 - b. Comply with the requirements of Hazardous Chemicals (Handling & Management) (Amendment) Rules, 2003 and or Hazardous Wastes (Management, Handling and Trans-boundary Movement) Rules, 2008.
 - c. Comply with the provisions of Motor Vehicle Act1988.
 - xiii. Inform the Shift In-charge at 321, 331 or 332 in case of any accidents/emergency within the plant premises.
- 5. Any non-conformity or act which may be detrimental to the RGPPL Environmental Policy and to the environmental objectives and targets shall be dealt in by RGPPL sternly and suitable action may be taken as deemed fit.

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Annexure-XVIII

SAFETY CONDITIONS TO BE FOLLOWED BY AGENCIES

- The contractors shall comply the provisions of Factories Act1948, any other statutory provisions applicable to them to ensure occupational health and safety. The contractor shall make arrangements at all his work places for ensuring safety and absence of risks to health of the workers.
- The employees employed by the contractor should be skilled/ competent in accordance with the job requirement to the satisfaction of Engineer In charge. Engineer In charge shall have a right to remove any employee of the contractor, whom he feels to be incompetent. The contractor shall employ sufficient number of supervisors to ensure supervision at all places of his work at all the times.
- Wherever workers are exposed to the hazard of falling into water, the contractor shall provide adequate equipment for saving the employees from drowning and rescuing from such hazards.
- Wherever the workers are exposed to the hazards of failing from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line of 8 mm diameter wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS standards.
- The contractor shall not allow any worker to examine any part of the machinery or to carry out the lubrication or other adjusting operation while the machinery is in motion. The workers working near the machinery in motion shall be provided with tight fitting clothes as required under State Factories Rules
- The contractor shall take all precautions to precautions to prevent any 'accidental collapse of scaffolding or working platforms or fall of persons from scaffolding or working platforms. The contractor shall ensure that scaffolding erection and repairs are done under expert supervision.
- 7. The contractor shall ensure that any area exposed to risk of falling materials, articles or objects is roped off or cordoned off or otherwise suitably guarded from inadvertent entry of any person.
- The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during construction work. The contractor shall provide sufficient ELCBs /RCCBs for all the portable equipment's, electrical switchboards, distribution panels etc. to prevent electrical shocks to the workers.
- The Contractor shall get healthiness of the portable electrical tools tested by Electrical Maint. Department.
- 10. The contractor shall get the medical examination conducted of all his employees including his sub-contractors employees working in hazardous areas once before the employment and thereafter once in every year by a qualified medical practitioner as per the Factories Act, 1948 and concerned State Factories Rules.
- 11. Where the workers are exposed to the noise levels more than that specified in the concerned State Factories Rules, they are to be provided with suitable ear plugs / ear muffs so as to reduce the exposure below specified noise levels
- 12. In case the Factories Act /State Factories Rules do not specify the personal protective equipment's for the concerned work, the personal protective equipment's prescribed by RGPPL Engineer-in-charge shall be provided by the Contractor. The quality of the personal protective equipment's shall be as prescribed in concerned Indian Standards. In case, the Indian standards do not exist for a particular personal protective equipment, the approval of quality shall be obtained from Engineer-incharge / Head of Safety.
- 13. In case RGPPL officials find that the employees of contractors are working in RGPPL without using appropriate safety equipment's (personal protective equipment's)

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RGPPL shall have a right to issue the equipment to the workers with intimation to the contractor and deduct the cost and overhead charges as mentioned in the terms of the contract.

14. The contractor shall arrange to provide safety training to all his employees. Also whenever asked by RGPPL, the Contractor shall send his employees for safety training and for such day the contractor shall pay the employee average daily salary

PENALTIES:

- 1. If the contractor fails in providing safe working environment as prescribed in General Conditions of Contract relating to safety and health or continue the work even after being instructed to stop the work by Engineer Incharge, the contractor shall be penalised @ Rs. 5,000/- per day or part thereof till the instructions are complied with and so certified by the Engineer Incharge. However, in case of accident causing major fatal injury, the provisions contained below shall apply in addition to the penalties mentioned in this clause.
- 2. If the Contractor does not take all safety precautions and /or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety of the plant and equipment and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to this own employees or employees of other contractors or the Employer's employees or any other person who are at the Site or adjacent thereto, the Contractor shall be responsible for payment of penalty to RGPPL as per the following schedule:
 - a. For Fatal accident /injury causing death Penalty @ 10% of the contract value or ` 5.0 lakh whichever is less for each fatal accident /injury causing death.
 - b. Major injury or accident causing 25% or more permanent disablement to workmen Penalty @ 2.5% of contract value or ` 1.0 lakh whichever is less for each disablement injury.
- 3. 3. Permanent disablement shall have the same meaning as indicated in Workmen's Compensation Act, 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of the Workmen's Compensation Act and Rules framed there under or any other laws as applicable from time to time.
- 4. If any contractor worker is found working without using the safety equipment like safety helmet, safety shoes, safety belts etc. or without anchoring the safety belts while working at height the Engineer in Charge/ Safety Officer of NTPC shall have the right to penalize the contractor for Rs.200/-per person per day and such worker shall be sent out of the workplace immediately and shall not be allowed to work on that day. Engineer in Charge/ Safety Officer of RGPPL will also issue a notice in this regard to the contractor.

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Annexure-XIX

FRAUD PREVENTION POLICY

- **1.0 POLICY OBJECTIVES:** The "Fraud Prevention Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following:
 - a. To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
 - b. To provide a clear guidance to employees and others dealing with RGPPL forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.
 - c. To conduct investigations into fraudulent activities.
 - d. To provide assurances that any and all suspected fraudulent activity will be fully investigated.
- **2.0 SCOPE OF POLICY:** The policy applies to any fraud, or suspected fraud involving employees of RGPPL (all full time, part time or employees appointed on adhoc/temporary/contract basis) as well as representatives of vendors, suppliers, bidder's, consultants, service providers or any outside agency(ies) doing any type of business with RGPPL.
- **3.0 DEFINITION OF FRAUD:** "Fraud" is a willful act intentionally committed by an individual(s) by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing wrongful gain(s) to self or any other individual(s) and wrongful loss to other(s). Many a times such acts are undertaken with a view to deceive/mislead others leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts."
- **4.0 ACTIONS CONSTITUTING FRAUD:** While fraudulent activity could have a very wide range of coverage, the following are some of the act(s) which constitute fraud.

The list given below is only illustrative and not exhaustive: -

- a. Forgery or alteration of any document or account belonging to the Company.
- b. Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- c. Misappropriation of funds, securities, supplies or others assets by fraudulent means
- d. Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc. Willful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
- e. Utilizing Company funds for personal purposes.
- f. Authorizing or receiving payments for goods not supplied or services not rendered.
- g. Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
- h. Any other act that falls under the gamut of fraudulent activity.

5.0 REPORTING OF FRAUD:

employee (full time, part time or employees appointed adhoc/temporary/contract basis), representative of vendors, suppliers, bidders, consultants, service providers or any other agency(ies) doing any type of business with RGPPL as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/ HQ. If, however, there is shortage of time such report should be made to the immediate controlling officer whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but

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is in a position to give sequential and specific transaction of fraud/suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.

- b. All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.
- c. Officer receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

6.0 INVESTIGATION PROCEDURE:

- b. The "Nodal Officer" shall, refer the details of the Fraud/suspected fraud to the HR Department of RGPPL, for further appropriate investigation and needful action.
- c. This input would be in addition to the intelligence, information and investigation of cases of fraud being investigated by the HR of their own as part of their day to day functioning.
- d. After completion of the investigation, due & appropriate action, which could include administrative action, disciplinary action, civil or criminal action or closure of the matter if it is proved that fraud is not committed etc. depending upon the outcome of the investigation shall be undertaken.
- e. HR shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

7.0 RESPONSIBILITY FOR FRAUD PREVENTION:

- a. Every employee (full time, part time, adhoc, temporary, contract), representative of vendors, suppliers, bidders, consultants, service providers or any other agency(ies) doing any type of business with RGPPL, is expected and shall be responsible to ensure that there is no fraudulent act being committed in their areas of responsibility/control. As soon as it is learnt that a fraud or suspected fraud has taken or is likely to take place they should immediately apprise the same to the concerned as per the procedure.
- b. All controlling officers shall share the responsibility of prevention and detection of fraud and for implementing the Fraud Prevention Policy of the Company. It is the responsibility of all controlling officers to ensure that there are mechanisms in place within their area of control to:
 - Familiarize each employee with the types of improprieties that might occur in their area.
 - Educate employees about fraud prevention and detection.
 - Create a culture whereby employees are encouraged to report any fraud or suspected fraud which comes to their knowledge, without any fear of victimization.
 - Promote employee awareness of ethical principles subscribed to by the Company through CDA Rules.

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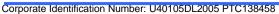
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Annexure-XX

BANK GUARANTEE CHECKLIST

Sr. No.	DETAILS OF CHECKS	
1	Is the BG on non-judicial stamp paper/e-stamp paper of appropriate value, as per Stamp Act?	
2	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank?	
4	Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power no. etc., on the BG?	
5	Is each page of BG duly signed /initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma?	
6	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
7	Are the factual details such as Bidding Document No./Specification No., Amount of BG and Validity of BG correctly mentioned in the BG?	
8	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
9	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
10	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	



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Annexure-XXI

Proforma for Bank Guarantee for "EMD" (To be stamped in accordance with Stamp Act) (The non-judicial stamp paper should be in the name of issuing bank)

	Bank Guarantee No.
Date	
To, Ratnagiri Gas and Power Pvt. Ltd., At & Post: Anjanwel,	
Taluka: Guhagar,	
District: Ratnagiri –	
Maharashtra-415634	
Dear Sirs,	
In accordance with Invitation for Bids under your No, M/s(***)	(hereafter called
As an irrevocable Bank Guarantee against Bid Security for	days e submitted by the amount is liable to
We, the	office at ndertake to pay oyer), the amount of otest, demand and and binding on us
This guarantee shall be irrevocable and shall remain valid up (@) If any further extension of this guarantee is required extended to such required period (not exceeding one year) on receivin M/s	, the same shall be ng instructions from

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thisDay of20	utnorized officer has set its hand and stamp o at
(Signature)	
(Name)	
(Designation with Bank Stamp)	
	Vide authorized
	Power of Attorney No
	Date

NOTE:

- i) (*) The amount shall be as specified in the bidding documents.
- (**) This shall be the date of opening of bids.
- (#) Complete mailing address of the Head Office of the Bank to be given.
- (@) This date shall be forty-five (45) days beyond the validity of bid.
- (***) Write the name and addresses of all the Joint Venture partners, in case the bid is submitted by a Joint Venture in terms of Qualifying Requirements.
- The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.
- iii) The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
- iv) While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.

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Annexure-XXII

Form of Extension of Bank Guarantee

Ref. No.: @	Date:
Dear Sirs,	
yourselves expiring ono Bidder) in respect of Contract name)(Insert Pro Contract Nodated	alue of bank guarantee](Name of naccount of M/s(Name of for (Insert Package ject Name)project,
branch office at do hereb	Bank and having its Head office at extend our liability under the above mentioned for a further period of year/months
	other terms and conditions of original datedhall remain unaltered and
Please treat this as an integral par deemed to have been attached.	t of the original guarantee to which it would be
	(Signature)
	(Name)
	(Designation with Bank Stamp)
	Authorised vide Power of Attorney No Date
Dated SEAL OF BANK	

Note:

- a) @ The extension of the Bank Guarantee should be forwarded to the Unit/Project/Corporate Centre, from where the extension has been sought.
- b) The extension of BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/ Bank issuing the guarantee.

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Annexure-XXIII

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

To,

Ratnagiri Gas and Power Private Limited,

At & Post: Anjanvel, Taluka: Guhagar,

Dist.: Ratnagiri - 415634

Maharashtra.

In consideration of the Rathagiri Gas and Power Private Limited having its Registered
office at NTPC Bhawan, SCOPE Complex, 7, Industrial Area, Lodi Road, New Delhi - 110
003 (hereinafter called the "Company" which expression shall unless repugnant to the
subject or context include its administrators, successors and assigns) having agreed
under the terms and conditions of the Award Letter No.: dated:
/ issued by Ratnagiri Gas and Power Private Limited, which has been
unequivocally accepted by the Contractor: M/s and having its Registered Office
at:for the Work:(hereinafter called the said Contract) to accept
a Deed of Guarantee as herein provided for Rs (Rupees Only) valid
upto// from a Scheduled Commercial Bank in lieu of the security deposit to be
made by the Contractor or in lieu of the deduction to be made from the Contractor's bills,
for the due fulfillment by the said Contractor of the terms and conditions contained in the
said Contract. We, (hereinafter referred to as "the said Bank" and having
Registered office at: and branch office at:do hereby undertake and agree to
indemnify and keep indemnified the Company from time to time to the extent of Rs.
(Rupees Only) against any loss or damage, costs, charges and
expenses caused to or suffered by or that may be caused to or suffered by the Company
by reason of any breach or breaches by the said Contractor of any of the terms and
conditions contained in the said Contract and to unconditionally pay the amount claimed
by the Company on demand and without demur to the extent aforesaid.

- 2. We, the said bank further agree that the Company shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof and the decision of the Company that the said Contractor has committed such beach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Company from time to time shall be final and binding on us.
- 3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Company under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Company shall have no claim under the Guarantee after XX days from the date of expiry of the Contract Period as provided in the said Contract, i.e. XX.XX.XXXX or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
- 4. The Company shall have the fullest liberty without affecting in any way the liability of

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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



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the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

- 5. It shall not be necessary for the Company to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
- 6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required, the same shall be extended to such required periods on receiving instructions from M/s. on whose behalf this guarantee is issued.

In presence of WITNESS	
1	
	For and on behalf of (the Bank)
	Signature
	Name & Designation
2	Authorization No
	Date and Place
	Bank's Seal

NOTE:

- a) *This sum shall be three percent (03%) of the Contract Value.
- c) Validity of bank guarantee shall be contract period +defect liability/guarantee warrantee period (if applicable) + 3 months d) Value of Stamp Paper to be 0.5% of value of BG amount as per Maharashtra Stamp Act
- d) List of acceptable scheduled commercial banks is given in the tender document.

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Annexure-XXIV

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE (If mentioned in the tender document)

{To be stamped in accordance with Maharashtra Stamp Act (Stamp value 0.5% of Value of BG as per present MSA)}

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1110	HOH HUURGIA	Staille	Dubci	Silvaia		uic	Halle	OI.	ıssunıa	Duil	

Ref Bank Guarantee No.
Date -----

To

Ratnagiri Gas and Power Pvt. Ltd., At/ PO: Anjanwel, Tal. Guhaghar, Dist. Ratnagiri- 415634, Maharashtra, India

Dear Sirs,

- 1. In consideration of the Ratnagiri Gas and Power Pvt. Ltd., (hereinafter referred to as the 'Owner', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s -------- with its Registered / Head Office at -------- (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Award Letter by issue of Owner's LOA(Work Service Order) No. ------- dated ----- for a value of Rs.-------(Rs.-------only) for ------(scope of supply) and the same having been unequivocally accepted by the Contractor, and the Contractor having agreed to supply a Performance Guarantee for the faithful performance of the said work during defect liability period, equivalent to* 03% of the said value of the award letter to the Owner.
- 3. The owner shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee from time to time to extend the time for performance of the purchase order by the Contractor. The owner

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shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the purchase order between the owner and the Contractor or any other course of or remedy or security available to the owner. The bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the owner or any other indulgence shown by the owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of reliving the bank. The bank also agrees that the owner at its option shall be entitled to enforce this quarantee against the bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee that the owner may have in relation to the Contractor's liability.

4. Notwithstanding anything contained herein above our liability under this guarantee is restricted to------and it shall remain in force upto---------** (days/month/year) and including all shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s-----(Contractor) on whose behalf this guarantee has been given.

Dated this	day of20 at	
Witness:		
(Signature)	(Signature)	
	(Bank's Rubber Stamp)	
1		
(Name)		
(Official Address)		
,	(Name)	
2	4- 1	mp)
(Name)	Attorney as per Power of Att	. ,
(Official Address)	NoDated	-

NOTES:

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^{*}This sum shall be three percent (03%) of the total amount mentioned in works service order.

^{**}The date will be three months beyond the expiry of Defect Liability Period (as specified in the contract.)

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Annexure-XXV

LIST OF SCHEDULED COMMERCIAL BANKS

_	State Bank of India		
A. B.	NATIONALISED BANKS		
1	ALLAHABAD BANK	11	ORIENTAL BANK OF COMMERCE
2	ANDHRA BANK	12	PUNJAB NATIONAL BANK
3	BANK OF INDIA	13	PUNJAB & SIND BANK
4	BANK OF MAHARASHTRA	14	SYNDICATE BANK
5	CANARA BANK	15	UNION BANK OF INDIA
6	CENTRAL BANK OF INDIA	16	UNITED BANK OF INDIA
7	CORPORATION BANK	17	UCO BANK
8	DENA BANK	18	VIJAYA BANK
9	INDIAN BANK	19	BANK OF BARODA
10	INDIAN OVERSEAS BANK		
C.	SCHEDULED PRIVATE BANKS (IND	TAN RA	7NK2)
1	CATHOLIC SYRIAN BANK	12	SOUTH INDIAN BANK LTD
2	CITY UNION BANK	13	TAMILNAD MERCANTILE BANK LTD
3	DHANLAXMI BANK LTD	14	ING VYSYA BANK LTD
4	FEDERAL BANK LTD	15	AXIS BANK LTD
5	JAMMU & KASHMIR BANK LTD	16	INDUSIND BANK LTD
6	KARNATAKA BANK LTD	17	ICICI BANK
7	KARUR VVSYA BANK LTD	18	HDFC BANK LTD
8	LAKSHMI VILAS BANK LTD	19	DCB BANK LTD
9	NAINITAL BANK LTD	20	YES BANK LTD
10	KOTAK MAHINDRA BANK	21	IDFC YES BANK
11	RBL BANK LTD	22	BANDHAN BANK LTD
D.	SCHEDULED PRIVATE BANKS (FOR	EIGN B	
1	ABU BHABI COMMERCIAL BANK LTD, PJSC	24	KRUNG THAI BANK PUBLIC COMPANY LTD
2	BANK OF AMERICA NA	25	The Bank of Tokyo-Mitsubishi UFJ Limited
3	BANK OF BAHRAIN & KUWAIT B.S.C	26	Australia & Newzealand Banking Group Limited
4	Mashreq Bank p.s.c	27	Sumitomo Mitsui Banking Corporation
5	BANK OF NOVA SCOTIA	28	American Express Banking Corporation
6	CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK	29	CommonWealth Bank of Australia
7	BNP PARIBAS	30	Credit Suisse A.G.
8	BARCLAYS BANK	31	FirstRand Bank Ltd.
9	CITI BANK N.A	32	Industrial & Commercial Bank of China Ltd.
10	DEUTSCHE BANK A.G	33	JSC VTB Bank
11	THE HONGKONG SHANGAI BANKING CORPORATION LTD	34	National Australia Bank

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12	SOCIETE GENERALE	35	Cooperatieve Rabobank U.A.
13	SONALI BANK LTD	36	Sberbank
14	STANDARD CHARTERED BANK	37	United Overseas Bank Ltd.
15	J.P. Morgan Chase Bank, National	38	Westpac Banking Corporation
16	STATE BANK OF MAURITIUS LTD	39	Woori Bank
17	DBS BANK LTD	40	The Royal Bank of Scotland plc
18	BANK OF CEVLON	41	Doha Bank Qsc
19	PT Bank Maybank Indonesia TBK	42	Industrial Bank of Korea
20	A B BANK	43	KEB Hana Bank
21	SHINHAN BANK	44	National Bank of Abu Dhabi PJSC
22	CTBC BANK CO. LTD		
23	MIZUHO BANK LTD		

E.	OTHER PUBLIC SECTOR BANKS
1	IDBI BANK LTD

NOTE: GUARANTEE FROM ANY FOREIGN BANK SHALL BE CONFIRMED BY A SCHEDULED/NATIONALISED BANK IN INDIA.

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Annexure-XXVI

PERFORMANCE CERTIFICATE REGARDING LABOUR PAYMENT AND STATUTORY REQUIREMENTS.

CERTIFICATE NO - CCP - 9 (TO BE ISSUED BY THE CONTRACTOR)

Name of the Package	:
Letter of Award / Contract	No:
Name of the Contractor	:
Project	: RGPPL, PO. Anjanvel, Guhagar, Dist. Ratnagiri, MS.
respect of the abov & Further we confirm that a	ave made all labour payment including PF liabilities in e-mentioned LOA(Work service order)/Contract no other payment in this regard is pending from us. Il statutory requirements have been complied with by reported against us, we shall be solely responsible for
	FOR & BEHALF of
Place	Signature
Date	Name:-
	Designation:-

Corporate Identification Number: U40105DL2005 PTC138458

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Annexure-XXVII

"NO DEMAND CERTIFICATE"

CERTIFICATE -CCP-10 (TO BE ISSUED BY THE CONTRACTOR)

Name of the Package	:
Letter of Award / Cont	ract No:
Name of the Contracto	or :
Project	:RGPPL, PO.Anjanvel, Guhagar, Dist.Ratnagiri, MS
We	
do hereby acknowledg	e and confirm that we have received the full and final payment due
and payable to us fror	n Ratnagiri Gas & Power Project Pvt. Ltd In respect of the aforesaid
LOA(work service ord	er) No Dated
including amendments	s, if any, issued by Ratnagiri Gas & Power Project Pvt. Ltd., to our
entire satisfaction and	we further confirm that we have no claim whatsoever pending with
Ratnagiri Gas & Power	Project Pvt. Ltd., under the said contract.
	protest recorded by us in any correspondence, documents, and / or final bill etc. we waive all our rights to lodge our claim or r this contract.
We are issuing this `	'NO DEMAND CERTIFICATE" in favour of Ratnagiri Gas & Power
Project Pvt. Ltd., wit	h full knowledge and with our free consent without any undue
influence, misrepreser	itation, coercion, etc.
	FOR & BEHALF of
Place	Signature
Date	Name:-
	Designation:-

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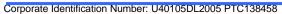


Annexure-XXVIII

RGPPL (AS PER CLAUSE ----- OF ITEM ----- OF BDS)

This DEED of UNDERTAKING executed this
Company incorporated under
WHEREAS, the Employer invited Bids for (hereinafter referred to as "Plant") as specified in its Bidding Document No
AND WHEREAS Clauseof Item of Bid Data Sheets of Bidding Documents stipulates that bidding is open to a bidder who meets the requirements stipulated in Clausesof Item of Bid Data Sheet and Associates with a firm who in turn fully meets the stipulated requirements as per Clause of Item of Bid Data Sheets of Bidding Documents.
AND WHEREAS M/s (Bidder) himself does
not meet the requirements of clause no, item of Bid Data Sheets of Bidding Documents and hence desires to associate with M/s (hereinafter referred to as Associate).
A) who has executed the following works within the preceding seven (7) years as on the date of bid opening:
i) a)
b)
ii)
B. Who has achieved minimum average annual turnover in the preceding three financial years as on date of bid opening of Rsor above in case of/Rs or above in case of of BDS.

And whereas a pre condition for submitting the bid, the bidder and the Associate are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint



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Mumbai Office : Samruddhi Venture Park, 5th Floor, MIDC, Marol, Andheri (E), Mumbai - 400093. Tel: 022- 28216613, Fax: 022- 28269037

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





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Undertaking that they shall be held jointly and se Employer for successful design, execution & comp	, ,
meeting the parameters guaranteed as per the B	Package for its fully
is accepted by the Employer resulting in a Contrac	t (hereinafter called the "Contract").

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER:

- 2. In case of any breach of the Contract committed by the Contractor, we, the Associate, do hereby undertake, declare and confirm that we shall be fully responsible for the successful design, execution & completion of the ----------- works and undertake to carry out all the obligations and responsibilities under the contract in order to discharge the Contractor's obligations and responsibilities stipulated in the Contract. Further if the Employer sustains any loss or damage on account of any breach of the Contract, we, the Collaborator/Associate and Contractor, jointly and severally undertake to promptly indemnify, and pay such losses/damages caused to the Employer on its written demand without any demur, reservation, contest or protest in any manner whatsoever. This is without prejudice to any rights of the Employer against the Contractor under the Contract and/or guarantees. It shall not be necessary or obligatory for the Employer to first proceed against the Contractor before proceeding against the Associate, nor any extension of time or any relaxation given by the Employer to the Contractor would prejudice to any rights of the Employer under this Deed of Joint Undertaking to proceed against the Associate.
- 3. Without prejudice to the generality of the undertaking in paragraph 1 above, the manner of achieving the objectives set forth in paragraph 1 above shall be as follows:

Further the Associate shall ensure proper design, engineering, execution, testing and successful completion of the ------works in accordance with the specifications and stipulations of the Bidding Documents and if necessary the Associate shall advise the Contractor suitable modifications

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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

R G PPL AMPHONE CAM DEST



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of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Contractor fails to demonstrate successful performance of the Plant as set forth in paragraph 1 above, the Associate and the Contractor shall promptly carry out all the measures at their own expense and shall promptly provide corrected designs to the Employer.
- (c) Implementation of the corrected designs and all other necessary repairs, replacements, rectifications or modifications for ------ works and payments of financial liabilities, penalties and fulfillment of all other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and Associate.
- 4. We, the Contractor and Associate do hereby undertake and confirm that the Undertaking shall be irrevocable and shall not be revoked till the expiry of defect liability period of the Plant under the Contract and further stipulate that the Undertaking herein contained shall terminate after 90 days of satisfactory completion of such defect liability period. In case of delay in completion of defect liability period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We further agree that this undertaking shall be without any prejudice to the various liabilities of the Contractor, including the Contract Performance Security as well as other obligations of the Contractor in terms of the Contract.
- 5. The Contractor and Associate will be fully responsible for the quality of all ------ works including the materials incorporated in such works whether fabricated at their works or at their Vendor's works or fabricated/constructed at site, and their repairs or replacement, if necessary, for timely delivery/execution thereof to meet the work schedule under the Contract.
- 6. In case of Award, in addition to the Contract Performance Security furnished by the Bidder, the Associate shall furnish "as Security" an on demand Performance Bank Guarantee in favour of the Employer in a form acceptable to Employer as per provisions of the Bidding Documents. The value of such Bank Guarantee shall be equal to one and a quarter percent (1.25%) of the total contract price of the Contract awarded by the Employer to the Contractor and it shall be guarantee towards the faithful performance/compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The Bank Guarantee shall be unconditional, irrevocable and valid for entire period of Contract, i.e. till ninety (90) days beyond the end of the Defect Liability period of the Coal Handling Plant Package under the Contract. In case of delay in completion of the defect liability period, the validity of this Bank Guarantee shall be extended by the period of such delay. The Bank Guarantee amount shall be promptly paid to the Employer on demand without any demur, reservation, protest or contest.
- 7. Any dispute that may arise in connection with this Deed of Joint Undertaking shall be settled as per arbitration procedure/rules mentioned in the Contract Document. This Deed of Undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Delhi shall have exclusive jurisdiction.
- 8. We, the Associate and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract. We further agree that this Undertaking shall continue to be enforceable till the successful completion of Contract and till the Employer discharge it.

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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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9. That this Deed shall be operative from the effective date of the Contract.

IN WITNESS WHEREOF, the Associate and the Contractor, through their authorized representatives, have executed these present and affixed common seals of their respective companies on the Day, Month and Year first mentioned above.

	For M/S
	(Collaborator/Associate)
Witness:	
1.	
(Signatures)	(Signature of the authorized representative)
Name:	
(Name & Official Address)	Designation
	Common Seal of the Company
	For M/s
	(Contractor)
Witness:	
1.	
(Signatures)	(Signature of the authorized representative)
	Name:
(Name & Official Address)	
	Designation:
	Common Seal of the Company
Note: * Bidder and his Collaborator / Asse	ociate to strike out whichever is not

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applicable.

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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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Annexure-XXIX

PROFORMA BANK GUARANTEE FOR ADVANCE

(To be stamped in accordance with stamp Act)
(Applicable only when Condition of Advance Payment is mentioned in Tender
Document)

Ref	Bank Guarantee No Date
То	Date
Ratnagiri Gas and Power Private Limit At & Post Anjanwel, Tal-Guhagar Dist.: Ratnagiri Maharashtra-415634	ted (RGPPL)
Dear sirs,	
expression shall unless repugnant to successors, administrators and assigns) had Registered / Head Office atexpression shall unless repugnant to successors, administrators, executors, a Purchase Order Nodatedand by the Contractor, resulting into a Contracto	ereinafter referred to as the 'Owner', which the context or meaning thereof include its aving awarded to M/s
(hereinafter referred to as the 'Bank' we context or meaning thereof, include it assigns) do hereby guarantee and undertany or all money payable by the Contractigures) at any time uptowithout protest and or without any reference to to owner on the Bank shall be conclusive between the owner and the Contractor or arbitrator or any other authority. We agr	hich expression shall unless repugnant to the ts successors, administrators, executors and take to pay the Owner immediately on demand tor to the extent of(in words and any demur, reservation, recourse, contest or he Contractor. Any such demand made by the and binding not withstanding any difference any dispute pending before any court, Tribunal, ee that the Guarantee herein contained shall be teable till the owner discharges this Guarantee.
T	

The owner shall give the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor. The owner shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner by any other matter or thing

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



bsi. 150 14001 Environmental Management

Enquiry No.: 201300109

Sub: Renovation of Swimming Pool at Maitri Club

whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that on certification of the Owner the amount of the bank guarantee shall stand reduced to the extent so notified by the Owner semi annual. It is further agreed that the reduction so notified by the Owner shall be conclusive and binding on the bank without any reservation.

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

limited toand it including	and shall be extended from time to time for may be desired by M/son
Dated thisday of20	at
<u>Witness</u>	
Signature	(Signature) Name Designation with Bank Stamp
Name	
Office address	Attorney as per Power of Attorney No. Dated

@ the date will be 90 days after the date of completion of the contract.

Note:

- i. Please mention the full address of project / office where the Bank Guarantee is to be submitted.
- ii. Value of Stamp Paper Shall be 0.5% of value of BG amount as per Maharashtra Stamp Act

Corporate Identification Number: U40105DL2005 PTC138458

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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: 022-2829957

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



^{*}Strike out whichever is not applicable.

INDEMNITY

THIS

Sub: Renovation of Swimming Pool at Maitri Club



Annexure-XXX

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Form of Indemnity Bond to be executed by the contractor for the equipment handed over by the employer for the performance of its contract (Entire Equipment consignment in one Lot)

(On No	n-Ju			paper of appropr IITY BOND	iate	value)
BOND	is	made	this	dav	οf	

		(contractor's name a Company registered under the Companies Act 1956 / tnership Firm /Proprietary concern having its registered office at
	(he per hav 110	reinafter called the 'Contractor' or 'Obligor' which expression shall include its successors and mitted assigns) in favour of RGPPL, a company incorporated under the Companies Act, 1956, ring its Registered Office at Core-7 Scope Complex, Institutional Area, Lodi Road, New Delhi-0 003, INDIA (hereinafter called 'RGPPL' {abbreviated name of Employer} which expression shall lude its successors and assigns):
	Let	IEREAS
	exe for the	d WHEREAS by virtue of Clause No of the said contract, the Contractor is required to ecute an Indemnity Bond in favour of@for the Equipments handed over to it by@ the purpose of performance of the Contract / Erection portion of the contract (hereinafter called 'Equipments')
	in F per ack Cor	D THEREFORE Indemnity Bond witness as follows: That the consideration of various Equipments as mentioned in the Contract, valued at (amount Fig)(amount in words)
	@ f	ill in abbreviated name of Contractor.
2		That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ Protection and custody of the Equipment at
	3.	The Contractor undertakes that the Equipments shall be used exclusively for the performance / execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
	4.	That

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



bsi. 150 14001 Environmental Management

Enquiry No.: 201300109

Sub: Renovation of Swimming Pool at Maitri Club

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE

Particulars of the Equipments	Quantity	Particulars of Despatch title Documents		Value of the	Signature of Attorney in
handed over		RR/GRI Bill of lading No & Date	Carrier	Equipment	token of receipt

For and on behalf of

(Contractor's Name)

WITNESS:	
Signature	Signature
Name	Name
Address	Designation of authorized representative
Signature	
Name	(Common Seal)
Address	In case of Company
Signature	the authorised person and (i) in case of contract

Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii). In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

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



Sub: Renovation of Swimming Pool at Maitri Club



Annexure-XXXI

Form of Indemnity Bond to be executed by the contractor for the equipment handed over in installments by the employer for the performance of its contract

(On Non-Judicial stamp paper of appropriate value) INDEMNITY BOND

(confine Prop 'Confine Prop 'Confine Prop (here)	tractor's name a Company registered under the Companies Act 1956 / Partnership Firm / rietary concern having its registered office at
Lette (app	REAS
exec for t	WHEREAS by virtue of Clause No of the said contract, the Contractor is required to ute an Indemnity Bond in favour of@for the Equipments handed over to it by@ he purpose of performance of the Contract / Erection portion of the contract (hereinafter called Equipments')
NOW	THEREFORE Indemnity Bond witness as follows:
1.	That the consideration of various Equipments as mentioned in the Contract, valued at (amount in Fig)
2.	That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ Protection and custody of the Equipment at
3.	The Contractor undertakes that the Equipments shall be used exclusively for the performance / execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4.	That

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



Sub:	Renovation	of Swim	mina Po	ol at	Maitri	Club
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the Contractor	hinds himsel	f and undertakes to	n comply w	ith the direction	ns of demand of							
		. to return the Equip										
Equipments or the Contractor as on the Contrac damaged Equip	That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of											
with the terms	and condition te Bond shall b REOF, the Co	s of this Bond to the be void, but otherwis ontractor has here	e satisfaction e, it shall re unto set i	n of emain in full force ts hand througl	@, e and virtue. h its authorized							
mentioned.		SCHEDULE										
Particulars of the	Quantity	Particulars of D title Documen	-	Value of the	Signature o Attorney in token of							
Equipments handed over		RR/GRI Bill of lading No & Date	Carrier	Equipments	receipt							
					tractor's Name)							
WITNESS:												
Signature			Sig	gnature								
Name			1	Name								
Address				gnation of								
Signature	Signature (Common Seal)											
Name In case of Company												
Address												
Signature												
Indemnity Bond are Company under com common seal of the	nmon seal of	the Company or (ii)	having the	Power of Attorn	ney issued under							

original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

Corporate Identification Number: U40105DL2005 PTC138458

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

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







(Promoters: NTPC Ltd. & GAIL India Ltd.)



Subject - Renovation of Swimming Pool at Maitri Club Enquiry No. & Date : 201300109 & 30-03-2021

	pol at Maitri Club Enquiry No. & Date : 201300109 & 30-03-2021
	General Terms & Conditions
lame of Company/Firm with complete oddress on which order is to be place and GSTIN(Copy of GST Certificate to be Submitted):	
Please inform whether your company is :	MSME/NSIC/SSI (Copy of Valid Certificate to be Submitted)
Contract Period:	92 Days
GCC :	Civil
ayment Terms :	. i. MONTHLY PROGRESS PAYMENT for the completed works shall be released against invoice, on recommendation by the Engineer in-Charge. No advance or mobilization payment will be made to party ii. The contractor shall raise monthly bills for the actual work done along with certified copies of work reports and calculation sheet in duplicate. Soft copies also shall be produced if requested by EIC. iii. In normal circumstances the bill claims may be settled within 21 days of submission of bills. However, the contractor shall not be entitled to make any extra claims for any delay in bill settlement. iv. TAX DEDUCTION AT SOURCE: Indian Income Tax and any other statutory taxes/duties/levies as applicable from time to time shall be deducted as per rules in force.
DLP Terms / DLP Desc :	DLP - 01 Year from the date of completion
Security Deposit :	Security deposit shall be deducted from running bills at the rate 3% of bill value. SD shall be
D Code & LD Details :	returned to the agency after completion of defect liability period. As per applicable GCC
Variation :	As per applicable GCC As per applicable GCC

NOTE: BIDDER SHOULD STAMP & SIGN EACH PAGE OF THE BID AND SUBMIT THE SAME ALONG WITH DULY FILLED BOQ

RATNAGIRI GAS AND POWER PRIVATE LTD.

आरजीपीप्रल R G PPL

(Promoters: NTPC Ltd. & GAIL India Ltd.)



Subject - Renovation of Swimming Pool at Maitri Club

Enquiry No. & Date: 20130

201300109 & 30-03-2021

Remarks / Special T&C:

- 1. Note: The Special Terms & conditions shall override General Terms & Conditions in case of non-agreement in any clause.
- 2. Approved Brands:
- i. Polyurea/Polyurethane water proofing System (Including primer & top coat): Fosroc/Tikidan/Tevo/CipyPolymers/Asian paints/Technopol/Alchimica/Nukote/VIP Coatings(Germany). The technical offer format (attached with the tender) and the relevant technical literatures and datasheets of the coating system proposed to be used shall be submitted along with the bid. The approval of the brand/product offered by the bidders is subject to conformity of the product to specification.
- ii. Swimming Pool Tiles: Bisazza/Sisa/Kajaria/Johnson Endura
- iii. Glass Tile Adhesive: Asian paints smart care glass tile adhesive/ultratech Tilefixo YT or similar approved product of Myk Laticrete/Sica/Fosroc/STP/Dr.Fixit
- 3. The drawings (if any) annexed with the tender are indicative only and are subject to revision as per site conditions, requirements etc at the discretion of RGPPL.
- 4. Electric power, water etc. if any required for executing the work shall be provided at site by RGPPL free of cost however subject to availability.
- 5. The agency shall make own arrangement for residential accommodation of their workers/supervisory staff for carrying out the work. However, if accommodations are available in premises, RGPPL may provide accommodation on payment basis.
- 6. All materials as per BOQ, specifications, scope of work, Terms and conditions etc as required at site for performance of the contract shall be arranged by the contractor at his cost. The contractor shall make arrangements for necessary equipment, tools, tackles and labour on his own. He shall not depend on RGPPL for any activity/ equipment or tools and tackles for performance of the contract.
- 7. The agency should provide PF & ESI/Insurance coverage to all regular workers deployed under the contract.
- 8. The awarded price shall be firm even in case any quantity variations.
- 9. The agency shall pay to its workers, not less than the minimum wages as notified time-to-time by Govt. of Maharashtra or as notified by RGPPL. The contractor shall not be entitled for any extra claims in case of increase in minimum wages during the course of contract.
- 10. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- 11. The awarded rates are inclusive of service charges, overheads, profits, site establishment expenses, PPEs to the workers, salary & other statutory benefits of the workers and supervisors deployed. The awarded rates shall remain firm throughout the contract and no escalation will be provided in any case whatsoever.
- 12. In case of delay in any activity, RGPPL also reserves the right to get it done by other means and recover the expenses from the agency.
- 13. The agency shall visit the site and study the volume and nature of work involved before quoting for the job.
- 14. The agency shall assist in taking measurements and upkeep of records.
- 15. The contractor shall have primary responsibility towards health & safety of workers deployed by him. The contractor shall ensure all his employees receive safety training before commencement of work. The contractor shall assess the work & workplace with regard to health and safety on a regular basis. Immediate steps shall be taken to notify RGPPL of any such potentially harmful/ dangerous/ undesirable condition at the workplace and to eliminate/mitigate the same
- 17. The agency shall provide all sorts of PPEs like, gumboots, safety shoes, dust masks, gloves etc as required for the job.
- 18. The contractor shall strictly abide by all statutory requirements of the Govt as amended time-to-time
- 19. The contractor shall strictly comply with all RGPPL gate pass systems and procedures in force at the time of execution.
- 18. The work shall be executed as per specifications of BOQ, manufacturer's specifications, terms

NOTE: BIDDER SHOULD STAMP & SIGN EACH PAGE OF THE BID AND SUBMIT THE SAME ALONG WITH DULY FILLED BOQ





(Promoters: NTPC Ltd. & GAIL India Ltd.)



Subject - Renovation of Swim		Enquiry No. & Date :	201300109 & 30-03-2021
	& conditions of contract, FQP etc		
	19. Field Quality Plan: Enclosed as A	nnexure-B	
Ferms and Conditions :	I. Contrcat Period: Contrcat Period	d shall be of 92 days from the date of issue of	f work service
	order or LOI whichever is earlier.		
	II. CONTRACTOR'S RESPONSIBILI	ITY:	
	1. The contractor and its working	personnel have to observe safety rules exist	ng in RGPPL.
	2. The contractor has to provide t	he necessary PPEs to its workers to the satis	faction of the
	EIC.		
	3. All materials, consumables, too	ls & tackles, equipment & machineries and N	lanpower
	required for the work is in the sco	pe of Contractor.	
	4. The contractor shall ensure reg	ular and effective supervision and control of	the personnel
	deployed by him and gives suitable	e direction for undertaking the contractual o	bligations.
	5. The contractor shall indemnify	the company against all losses or damages, i	f any, caused
	to it on account of acts of the pers		
	•	esponsible for the payment of wages and oth	
	1 ' ' ' ' '	by 7th of the subsequent month. The contra-	
		\prime the company against all charges, dues, claim	_
		dues and employment of personnel deployed	•
	•	sible for required contributions towards P.F, p	•
		her statutory payments to be made in respec	t of the
	Contract		
	•	liable for non-compliance of the provision of	
		ng over engagement of workers directly or in	•
		hereby undertakes to indemnify the Compan	
		damages etc. which may arise under the Mi	-
		yees Provident Fund Act or statutes not here	·
	1	direct application for the persons engaged ur	ider this
	Contract.		

NOTE: BIDDER SHOULD STAMP & SIGN EACH PAGE OF THE BID AND SUBMIT THE SAME ALONG WITH DULY FILLED BOQ $\,$



आरजीपीपीएल RGPPL

(Promoters: NTPC Ltd. & GAIL India Ltd.)



Subject - Renovation of Swimming Pool at Maitri Club

Enquiry No. & Date : 201300109 & 30-03-2021

3. Scope of work and Technical Specification

Scope Of Work:

Executing all Civil works, including but not limited to the following works, required for renovation of old Swimming Pool at RGPPL housing colony with all materials, labour, machineries, tools& tackles, consumables etc all complete as per BOQ, specifications, terms and conditions and as per the instructions of Engineer in charge.

- 1 Dismantling of existing glass mosaic tiles and any loose material up to mother slab.
- 2 Filling of cracks and surface preparation of mother slab (RCC wall/Floor)
- 3 Providing and laying Cement concrete 1: 5: 10 for reducing the depth of the swimming pool.
- 4 Providing and laying RCC 1:1.5:3 concrete on the top layer.
- 5 Providing and applying a polyurea/polyurethane waterproofing system suitable for swimming pool as per specifications.
- 6 Providing and fixing concealed piping for swimming pool inlet including inlet accessories.
- 7 Providing underground pipe for swimming pool drain with a drain valve in a chamber.
- 8 Laterite masonry work & plastering in drain chambers.
- 9 Supplying of all swimming pool accessories required for safe functioning of the pool and as listed in the relevant item
- 10 Cleaning old filter media and providing with new filter media.
- 11 Providing and installing pumps for filtration system and chlorine dosing system
- 12 Testing and commissioning of the swimming pool.
- 13 All items envisaged have been included in the BOQ of this contract. However, the contracting agency has to execute all items of civil works required for successful commissioning of the swimming pool.
- 13.1 Cost of any fittings/accessories/minor jobs/small value items required inevitably for functional commissioning of the swimming pool system but not covered in the BOQ shall be provided by the agency under Testing and Commissioning item (Item No-22).
- 13.2 Any extra items of major nature (other than enabling or provisional works for carrying out the available items) or extra quantities (beyond ordered LOA quantity), if any, shall be executed by the agency only after proper approval and amended LOA from RGPPL and without hindering the progress of the work. Extra item claims by the agency shall be approved based on rate analysis as per DSR 2016 and market rate analysis for non-DSR items.

1) 7707121072 - Dismantling of glass mosaic tiles

'Dismantling of existing glass mosaic tiles, tile fixing mortar, plastering/waterproofing layer etc beneath the tiles upto surface of mother slab

2) 7707121081 - Providing and applying Epoxy Boding Agent

Providing and applying a coat of approved Epoxy Boding Agent like Nitobond EP or equivalent of Sika/Dr.Fixit/STP/Krishna Conchem for bonding of old mother slab with new concrete

3) 7707121106 - Providing and laying cement concrete 1:5:10

Providing and laying cement concrete 1:5:10 (1 cement : 5 coarse M-sand/River Sand: 10 graded stone aggregate 20mm/40 mm nominal size)

4) 7707121115 - Providing and laying reinforced cement concrete 1:11/2:3

Providing and laying reinforced cement concrete 1:1½:3 (1 Cement: 1½ coarse M-sand /River Sand : 3 graded stone aggregate 20 mm nominal size).

5) 7707121124 - Steel reinforcement using Thermo-Mechanically Treated bars of grade Fe-415/Fe-550

Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete at swimming pool base using Thermo-Mechanically Treated bars of grade Fe-415/Fe-550.

6) 7707121133 - Providing and applying liquid applied waterproofing system

Providing and applying liquid applied polyurethane/Polyurea waterproofing system Step 1(Surface Preparation): Cleaning the surface thoroughly as per the manufacturer's surface preparation requirements, free from loose materials and previous coatings if any, filling of cracks with approved sealents etc Step 2(Priming Coat): Providing and applying compatible epoxy primer or polyurethane primer as specified by the manufacturer of approximately 40 micron or more Step 3(Polyurethane/Polyurea coating): Providing and applying two component, 90-100% solids polyurethane/Polyurea coating (Thickness and coverage shall be as recommended by the manufacturer for the coating system however not less than 1 mm) using brush/roller/spray(preferred). Fine sand shall be sprinkled on the second coat when the membrane is tacky to enable a rough surface for tile adhesion Step 4(Epoxy/PU top coat with sand broad casting- if required): If the poposed waterproofing at step 3 is fast setting hot spray applied polyurea/polyurethane, then an additional compatible overcoat with sand broadcasting shall be provided by the agency at no extra cost to enable tile adhesion. (Approved make: Technopol/Alchimica/STP/Fosroc/Sika/Nukote/Tikidan/Cipi Polymers/Asian Paints/Tevo). Note: Waterproofing shall be carried out through approved applicators of manufacturers. The agency shall propose the water proofing system along with this tender in a seperate sheet provided in Annex-5.

7) 7707121142 - Supply and fixing of glass mosaic tiles

Supply and fixing of glass mosaic tiles of Bisazza/Sisa/kajaria/Johnson Endura make, colour and pattern as approved by EIC with polymer modified whitecement glass mosaic tile adhesive of make Asian paints smart care glass tile adhesive/ultratech Tilefixo YT or similar approved product of Myk Laticrete/Sica/Fosroc/STP/Dr.Fixit and epoxy grouting of joints.

8) 7707121151 - Cleaning the existing filter media

Cleaning the existing filter media in the pressure filter and providing suitable filter media

9) 7707121179 - Providing and installation of 5 HP pump

Providing and installation of 5 HP, 3 Phase Monoblock Centrifugal pumps with suitable starter panel for filtration system.

10) 7707121188 - Supply of Swimming Pool accessories

Supply of Swimming Pool accessories Leaf Rack-01 No, Pool Brush Curved Type-01 No, Suction Head - 01 No, Aluminium Telescopic Pole-01 No, Suction Hose 30 M long - 01 No, 10" Algae Brush - 01 No, 2 in 1 PH & CL testing Kit, Life Jacket -05 nos, Life Buoy/Safety Tube - 05 nos

11) 7707121197 - Supply and laying 6 " UPVC line

Supply and laying of underground 6 " UPVC line of Schedule-40 for swimming pool draint outlet including bends, elbows, Tees etc as required

NOTE: BIDDER SHOULD STAMP & SIGN EACH PAGE OF THE BID AND SUBMIT THE SAME ALONG WITH DULY FILLED BOQ

Vendor's stamp & Signature

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RATNAGIRI GAS AND POWER PRIVATE LTD.

(Promoters: NTPC Ltd. & GAIL India Ltd.)



201300109 & 30-03-2021 Subject - Renovation of Swimming Pool at Maitri Club Enquiry No. & Date: 12) 7707121203 - Supply and installation of 6 " SS Ball Valve Supply and installation of 6 " SS Ball Valve for swimming pool outlet 13) 7707121212 - Excavation work in trench upto 6' depth Excavation work in trench upto 6' depth (approx) for laying of underground pipeline and making of chambers 14) 7707121221 - Backfilling with available excavated earth Backfilling with available excavated earth 15) 7707121249 - Laterite block work in cement mortar Laterite block work in cement mortar 1:6 (1: cement 6: coarse sand) with good quality laterite blocks for making of chamber, drains etc. 16) 7707121267 - Cement Plaster 1 : 3 15 mm cement plaster on brick or laterite walls finished with a floating coat of neat cement of mix: 1:3 (1 cement: 3 fine sand) 17) 7707121258 - Supply and installation of chlorine dosing pump Supply and installation of chlorine dosing pump 18) 7707121276 - Supply and installation of round or square maindrains of ABS /SS material Supply and installation of round or square maindrains of ABS /SS material 19) 7707121285 - Supply and installation of ABS/SS return inlet Supply and installation of ABS/SS return inlet 20) 7707121294 - Supply and installation of 3" UPVC pipe Supply and installation of Schedule-40 UPVC pipe of 3" dia with all acessories like Tees, bends etc in the plumbing work for Swimming Pool 21) 7707121319 - Concrete cutting work for drain Concrete cutting work for drains, inlet etc per location 22) 7707121328 - Testing and commissioning of the swimming pool Testing and commissioning of the swimming pool (Cost of any small value items not covered under the BOQ items , which are inevitable for functional commisioning of the pool should be included in this item)

NOTE: BIDDER SHOULD STAMP & SIGN EACH PAGE OF THE BID AND SUBMIT THE SAME ALONG WITH DULY FILLED BOQ





Sub: Renovation of Swimming Pool at Maitri Club

Annexure - A: TECHNICAL OFFER SHEET (TO BE FILLED BY BIDDERS)

	Type of				
SI No	coating	Parameters	Technical requirement	Proposed by bidder	Remarks
		Make	As per T&C		
		Product name	As proposed by bidder		
	Epoxy / PU	Application	As per manufacturer's		
1	primer (base	Method(Brush/Roller/Spray)	recommendation		
	coat)		As per manufacturer's		
		DFT (Microns)	recommendation(but		
			not less than 40 microns)		
		Make	As per T&C		
		Product name	As proposed by bidder		
		Туре	Polyurea/Polyurethane		
			Hot spray applied fast		
			setting polyurea or		
	Polyurea/Pol	T	polyurethane / Brush or		
		Types	roller or spray applied		
			polyurea or polyurethane		
			in 2 coats		
2	yurethane	Application	As per manufacturer's		
	coating i	Method(Brush/Roller/Spray)			
		Method(Brush/Koller/Spray)	recommendation		
		Component(Single/double)	Two component		
	,	Solid Content (approx)	90-100%		
		DFT (in mm)	Not less than 1 mm		
					DFT = (Volume of Solids in
		Theoretical coverage	As per manufacturer's		% X 10) / Theoretical
		(Sqm/Ltr/ 1 mm)	recommendation		coverage in Sqm/Litre.
		Make	As per T&C		
	Francis Du	Product name	As proposed by bidder		
	Epoxy/ PU		As per manufacturer's		
_	top coat (DFT (Microns)	recommendation(but		
3	with fine	Di I (microns)	not less than 50 microns)		
	sand broad				
	casting)	Application	As per manufacturer's		
		Method(Brush/Roller/Spray)	recommendation		

Note: 1. The offered primer coat and top coat shall be compatible with the Polyurea/polyurethane coating

2. All proposals by bidders shall be backed by relevant datasheets of manufacturers

3. The waterproofing system shall be certified/agreed by manufacturer/importer of proposed make.

Important Note: The epoxy/polyurethane top coat would be required only if the proposed water proofing is of hot spray applied fast setting poly urea, otherwise its optional. In case of 2 coat slow setting polyurea/polyurethane is proposed, sand broadcasting need to be appled during second coat of polyurea/polyurethane coating

Corporate Identification Number: U40105DL2005 PTC138458

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

Noida Office
Mumbai Office
Mumbai Office
Project Site
Project Site

The Landmark, Second Floor, Plot No. A35, Sector 2, Noida-201301 (U.P), Tel: 0120- 4148900, Fax: 0120-41489193
Samruddhi Venture Park, 5th Floor, MIDC, Marol, Andheri (E), Mumbai - 400093. Tel: 022- 28216613, Fax: 022-28269057
PO RGPPL Anjanwel, Taluka Guhagar, Distt. Ratnagiri (Maharashtra) 415634, Tel: 02359- 241073, Fax: 02359- 241118





Sub: Renovation of Swimming Pool at Maitri Club

FIELD QUALITY PLAN (ANNEXURE-B)

SINO	Description	Characterestic	Type of check	Quantum of check	Ref document	Acceptance criteria	Format of records	Perform	Witness/Re view
1	Glass Mosaic Tiles	Brand Verification	Visual Check of packing	100%	BOQ/Contract conditions	As per BOQ	No records	Contractor	RGPPL
2	Tile Adhesive	Brand Verification	Visual	100%	BOQ/Contract conditions	As per BOQ	No records	Contractor	RGPPL
3	PCC/RCC	Cement consumption	Reconciliation	100%	BOQ/Contract conditions	As per standards	Reconciliation statement	Contractor	RGPPL
4		Cleaning the surface thoroughly as per the manufacturer's surface preparation requirements, free from loose materials and previous coatings if any		Random Manufacturer's data sheet		100% removal of all loose and weak materials and previous waterproofing layers if any	No records	Contractor	RGPPL
5	Dry film thickness of water proofing coating	water proofing Dry film thickness		After every coat 05 readings	BOQ/Contract conditions	Achieving the desired DFT as per specifications(+/-5%)	Protocol /Register	Contractor	RGPPL
6	Water proofing material	Make and type of water proofing	Visual Check	100%	BOQ/Contract conditions	As per BOQ	Joint record/protocol	Contractor	RGPPL

Note:

1 In case of apparent defects in quality, Engineer-In-Charge may advise for further additional tests which also has to be carried by the agency at their own cost

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Validate	

Print

Help

Tender Inviting Authority: C&M Department

Name of Work: Renovation of Swimming Pool at Maitri Club

Contract No: 201300109

Name of the	
Bidder/	
Bidding Firm /	
Company :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT#	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Item Code	Quantity	Units	SAC	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST (In %)	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	7	13	14	53	54	55
1	Dismantling of glass mosaic tiles	7707121072	6270.00	SQUARE FT				0.00	0.00	INR Zero Only
2	Providing and applying Epoxy Boding Agent	7707121081	248.00	SQUARE METER				0.00		INR Zero Only
3	Providing and laying cement concrete 1:5:10	7707121106	160.00	CUBIC METER				0.00	0.00	INR Zero Only
4	Providing and laying reinforced cement concrete 1:11/2:3	7707121115	36.00	CUBIC METER				0.00	0.00	INR Zero Only
5	Steel reinforcement using Thermo-Mechanically Treated bars of grade Fe-415/Fe-550	7707121124	1909.17	KILOGRAME				0.00	0.00	INR Zero Only
6	Providing and applying liquid applied waterproofing system	7707121133	604.09	SQUARE METER				0.00	0.00	INR Zero Only
7	Supply and fixing of glass mosaic tiles	7707121142	5800.00	SQUARE FT				0.00	0.00	INR Zero Only
8	Cleaning the existing filter media	7707121151	1.00	Lump Sum				0.00	0.00	INR Zero Only
9	Providing and installation of 5 HP pump	7707121179	2.00	NUMBER				0.00	0.00	INR Zero Only
10	Supply of Swimming Pool accessories	7707121188	1.00	LOT				0.00	0.00	INR Zero Only
11	Supply and laying 6 " UPVC line	7707121197	30.00	METER				0.00	0.00	INR Zero Only
12	Supply and installation of 6 " SS Ball Valve	7707121203	2.00	NUMBER				0.00	0.00	INR Zero Only
13	Excavation work in trench upto 6' depth	7707121212	54.00	CUBIC METER				0.00	0.00	INR Zero Only
14	Backfilling with available excavated earth	7707121221	50.00	CUBIC METER				0.00	0.00	INR Zero Only

15	Laterite block work in cement mortar	7707121249	5.76	CUBIC METER				0.00		INR Zero Only
16	Cement Plaster 1 : 3	7707121267	30.00	SQUARE METER				0.00	0.00	INR Zero Only
17	Supply and installation of chlorine dosing pump	7707121258	2.00	NUMBER				0.00	0.00	INR Zero Only
	Supply and installation of round or square maindrains of ABS /SS material	7707121276	3.00	NUMBER				0.00		INR Zero Only
19	Supply and installation of ABS/SS return inlet	7707121285	30.00	NUMBER				0.00		INR Zero Only
20	Supply and installation of 3" UPVC pipe	7707121294	50.00	METER				0.00	0.00	INR Zero Only
21	Concrete cutting work for drain	7707121319	5.00	NUMBER				0.00	0.00	INR Zero Only
22	Testing and commisioning of the swimming pool	7707121328	1.00	Lump Sum				0.00	0.00	INR Zero Only
Total in Figures	Total in Figures		0.00					0.00	INR Zero Only	
Quoted Rate in	Words	INR Zero Only								





Important Notes for Price Schedule / SOR / BOQ:

1. In the event of discrepancy between the rate given by the bidder as described in words and that stated in figures, the description in Words shall prevail.

2. Applicable GST is payable extra. Quoted rates shall be inclusive of all taxes, duties & levies, Except GST. No Post BID request shall be entertained.

- 3. Rates to be quoted both in figures and words. In case, the rate is not quoted in words, RGPPL reserves the right to reject the bid.
- 4. In the event of an error occurring in the amount column of Price Schedule as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extended Price shall be amended on the basis of the unit rate.
- 5. 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. As regard to income tax, Surcharge on Income-Tax and any other corporate Tax, owner shall not bear any tax liability & as per the provisions of the Indian laws, owner 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.
- 6. These bidding documents together with all its attachments / enclosures thereto, shall be considered to be read, understood and accepted by the bidders. The certificate of Nil Deviation shall be submitted by the bidder.
- 7. The BOQ indicated is as envisaged. However, the executions of all the quantities in BOQ are not binding to RGPPL.
- 8. Increase or decrease in execution of BOQ will not affect the price of quantity executed.

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आरजीपीपीएल RGPPL

(Promoters: NTPC Ltd. & GAIL India Ltd.)



Subject - Renovation of Swimming Pool at Maitri Club

Enquiry No. & Date : 201300109 & 30-03-2021

* UM Code-UM Description

WB-WOODEN BOX
M3-CUBIC METER
GAL-GALLON (BRITISH)
KL-KILOLITRE
LT-LITRE
MT-METRICTONNE
PR-PAIR
REM-REAM
SQI-SQUARE INCH
AM-AMPOULE
L-COIL

FT2-SQUARE FT
BL-BARRELS
CM-CENTIMETER
GM-GRAMME
KM-KILOMETER
MG-MILLIGRAM
NO-NUMBER
PCS-PIECES
ROL-ROLL
M2-SQUARE METER
BG-BAG
RM-RUN. MTR
DM-DRUM

BS-BR PIP THD
NP-NT. PIP THD
CB-CARTOON BOX
CAN-CANS
CYD-CUBIC YARD
GS-GROSS
KIT-KIT
ML-MILLILITRE
OZ-OUNCE
PMT-PMT
CM2-SQUARE CM

SET-SET
BOX-BOX
RFT-RUNNING FT
CC-CUBIC CMS
DZ-DOZEN
GU-GALLON (US)
LB-POUND (WEIGHT)
MM-MILLIMETRE
PKT-PACKET
QR-QUIRE
MM2-SQUARE MM
YD2-SQUARE YARD

BD-BUNDLE
LOT-LOT
FT3-CUBIC FEET
FT-FEET
IN-INCH
KG-KILOGRAME
LK-CHAIN LINKS
MR-METER
PL-PHIAL / VIAL
RL-REEL
FT2-SQUARE FEET
YD-YARD

NOTE: BIDDER SHOULD STAMP & SIGN EACH PAGE OF THE BID AND SUBMIT THE SAME ALONG WITH DULY FILLED BOQ