



Enquiry No.: 201300110

Sub: Work of complete replacement of caged ladders, platforms & associated structures & painting of exterior surface of Block#1 HRSG Metal Chimney (02 nos. each of 98 m x 6.5 m dia) at RGPPL

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

1. RGPPL invites bids from eligible Bidders for **“Work of complete replacement of caged ladders, platforms & associated structures & painting of exterior surface of Block#1 HRSG Metal Chimney (02 nos. each of 98 m x 6.5 m dia) at RGPPL”** through e-tender (<https://etenders.gov.in>)
2. **Brief Information of NIT**

NIT Subject	Work of complete replacement of caged ladders, platforms & associated structures & painting of exterior surface of Block#1 HRSG Metal Chimney (02 nos. each of 98 m x 6.5 m dia) at RGPPL
Enquiry No.	201300110
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
Cost of Bidding Documents/Tender Fee (Non Refundable)	Rs 2,655/- (Indian Rupees Two Thousand Six Hundred and Fifty Five 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

Corporate Identification Number: U40105DL2005 PTC138458

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

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

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

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



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	payable at SBI, Chiplun
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: C&M Department, RGPPL, At & Post: RGPPL Anjanwel, Taluka: Guhagar, 415634. 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**

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deviation certifiact and bidder's "unconditional acceptance" towards acceptable "Bid Security Declaration"

- d. ~~(*) Exemptions:~~ -- 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 BOQ Excel sheet.
4. RGPPPL 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 RGPPPL's requirements. Wherever clarifications are required, same shall be taken through exchange of correspondence.

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9. RGPPPL Ltd will not be responsible for any short of postal delay in receiving of offline envelopes containing Tender Fee & others, ~~bid security(EMD) for bidders who are not eligible to get exemption (*) towards Tender Fee & EMD.~~
10. Address for Communication: -

<p>A) Name: Dipak Patil Designation: DGM (C&M) E-mail: dipak.patil@site.rgppl.com</p>	<p>B) Name: Amrita Designation: Manager (C&M) E-mail: amrita.sharma@site.rgppl.com</p>
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Address :-
DGM (C&M)
C&M Department
RGPPPL
At & Post: RGPPPL, Anjanwel
Taluka: Guhagar, Dist: Ratnagiri
Maharashtra-415634
Tel: 02359-241134



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11. Qualifying Requirements:

QR1. The bidder should have the experience of erection/fabrication/construction/repair/painting of minimum 35 Meters or higher chimneys/other metal/concrete structures in power plants or other industries during last 10 years up to the date of bid opening.

QR2. 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 146.06 Lacs.**
OR
- b. **Two** similar works of value not less than **INR 91.29 Lacs** each.
OR
- c. **Three** similar works of value not less than **INR 73.03 Lacs** each.

Note –

- Similar work means **“FABRICATION/ERECTION/CONSTRUCTION/REPAIR/PAINTING OF METAL/CONCRETE STRUCTURES IN POWER PLANTS OR OTHER INDUSTRIES.”**
- 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.

QR3. 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 146.06 Lacs.**

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

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documents stating that the 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.

QR4.The bidder should have valid PAN and GST registration.

Notwithstanding anything stated above, RGPPPL 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 RGPPPL.

DOCUMENTS REQUIRED

- A.** Copies of Letter of Award / Work Order shall be submitted in support of **QR1&2** 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&2** 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 **QR3** above. Certificate from practicing Chartered Accountant or CEO/CFO as described under notes of **QR3** shall also be provided wherever required.
- C.** Copy of PAN Card and GST Registration Certificate in support of **QR4**.



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NIT / Tender Ref No.

**RGPPPL/C&M/CS-2946/Enquiry No:
201300110**

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INSTRUCTIONS TO BIDDERS (ITB)

PART A - GENERAL

1. INTRODUCTION:

- 1.1 **About the RGPPPL:** Ratnagiri Gas and Power Pvt. Ltd (RGPPPL) 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 RGPPPL, (hereinafter called "RGPPPL" or "Employer"), wishes to receive bids for the Package named in NIT/IFB/Tender Enquiry.
- 1.3 Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / RGPPPL; 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.
- Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT)
 - Instructions to Bidders (ITB)
 - Forms and Procedures
 - Technical Specifications and Bid Drawings (if any)



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- E. Special Conditions of Contract (SCC)
- F. Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)
- 5.2 The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Bidding Documents, before submission of his bid. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of such bid.
- 5.3 **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 3. **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 RGPPPL 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- 3 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 e-tender 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





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clarification, it shall do so and upload the amendments in the tender on the e-tender portal.

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

- 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.





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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:

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):**





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(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.**

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

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
 - i) 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:





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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)

(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)





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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 on-line while submitting their bid. Bidders may note that in case they do not accept the 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)





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Declaration to the effect that the Bidder shall abide by Banning Policy of the Employer displayed on RGPPPL website <http://www.rgpppl.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 RGPPPL"

(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 RGPPPL's website <http://www.rgpppl.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 RGPPPL".

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

"Do you accept RGPPPL 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 RGPPPL's website <http://www.rgpppl.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





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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%.
- 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%.
- 3.** 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 Techno-commercial 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.



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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.

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 RGPPPL. 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 23.4.

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

12.4 The rates/amount quoted in the Bill of Quantity (BOQ) shall be exclusive of all GST and all other taxes & duties as per GCC. The rate of 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,





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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.

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,





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~~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

1) 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

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





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(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, shall be returned immediately after finalization of evaluation report/recommendations by the Tender Committee (TC) whether the 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;
- 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 RGPPPL.
- 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:

"ORIGINAL TENDER FEE FOR (NAME OF PACKAGE) SPECIFICATION NO. DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER)."

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





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(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 RGPPPL 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 mobilisation 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:
- (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.

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





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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

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

3. 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



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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

20.2 Bids shall be hosted / uploaded and submitted on the e-tender (www.etenders.gov.in) portal by the date & time specified in the NIT/Basic data of the Tender in the e-tender portal.

20.3 Bid Modification and withdrawal: The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be submitted. Once a bid is withdrawn, the bid cannot be re-submitted.

20.4 No bid may be withdrawn/modified in the interval between the bid submission 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 RGPPPL for a period of 06 months from the date of withdrawal of the bid.

PART E - BID OPENING AND EVALUATION

21. **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





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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 of Awards/Contract Agreements in the bid by new/additional Work 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 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





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him in the Schedule of Quantities and General Summary, the same shall be adjusted in accordance with the following rules:

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

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 (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.





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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 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





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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 RGPPPL".

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 & levies 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.
- 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





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- GST Law, the Bidder shall specifically mention the same in his Bid. RGPPPL 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 RGPPPL to be dispatched directly from the sub-vendor's work to RGPPPL's site, the contractor shall ensure that his sub-vendors (if allowed by RGPPPL) raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to RGPPPL's site. The contractor shall further ensure that he raises his corresponding Tax Invoices in the name of RGPPPL during transit of the materials before the delivery of materials is taken by RGPPPL.
- 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 RGPPPL 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 RGPPPL 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 RGPPPL 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 RGPPPL 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 RGPPPL and the Bidder.
- 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 RGPPPL in respect of the transaction between RGPPPL and the agency and it is actually paid by the Contractor to the concerned Government, then it shall be reimbursed by RGPPPL at actual cost on production of the necessary valid documentary evidence.**





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32.23 As regard Income-Tax, Surcharge in Income-Tax and any other corporate Taxes as applicable, RGPPPL 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, RGPPPL 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 RGPPPL website www.rgpppl.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 RGPPPL.

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 Equal 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 RGPPPL indemnified in case any proceedings are taken or commenced by any authority against the RGPPPL 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 RGPPPL is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the RGPPPL 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 RGPPPL is required or called upon to pay or reimburse on behalf of the successful contractor.

40. RGPPPL shall not be responsible financially or otherwise for any injury to the contractor's personnel in the course of performing the job.

41. **Water/Power Supply:** RGPPPL may provide free of cost following at a single point only at the sole discretion of RGPPPL.

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





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benefit due to reduction in rate of tax or from [input tax credit](#) 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 RGPPPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RGPPPL 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 RGPPPL.

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.
- l) 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 RGPPPL. If the successful Bidder intends to engage itself in quarrying or mining 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 may be, at the rate(s) prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening.





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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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- ix) **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 RGPPPL 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, RGPPPL shall only consider suitable extension of time for the execution of the work. It should be clearly understood that RGPPPL shall not consider any other compensation whatsoever. RGPPPL 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 RGPPPL.
- 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 RGPPPL 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 RGPPPL 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





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- of the Contract and the personnel employed for rendering service to RGPPPL & shall deposit these amounts on or before the prescribed dates. Every contractor shall 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 RGPPPL.
- 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 RGPPPL website (www.rgpppl.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 RGPPPL 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 RGPPPL.
- 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 RGPPPL against any amount which the agency may owe to RGPPPL.
- 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, RGPPPL** 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 RGPPPL 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.





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- 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 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





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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 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:
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose *beneficial owner* is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - 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:
- 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;
 - "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;
- 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;
 - 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;
 - 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;
 - 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.





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- 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.rgppl.com





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FORMS & ANNEXURES

Annexure	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





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Annexure-I

Bid Security Declaration Form
(To be submitted in Hard Copy)

Ref.:.....

Dated:

To
RGPPPL
At & Post: RGPPPL Anajnwel,
Taluka: Guhagar, Dist: Ratnagiri
Maharashtra, 415634

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No.....We, M/s.....[Bidder's Name]..... having our Registered/ Head Office at.....(hereinafter called the 'Bidder') wish to participate in the said tender for..... [Name of Package].....

We confirm that we have read the provisions of the bidding document no..... and we hereby declare the following:

1. We confirm that, in case we withdraw our offer within the validity period of the offer provided in the bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from RGPPPL for a period of **06 months** from the date of withdrawal of the bid.
2. In addition, we also confirm that in case after having been issued the Notification of Award/Purchase Order of a package, we either do not accept the Notification of Award/Purchase Order or do not sign the Contract or do not submit an acceptable Performance Security as per bidding documents provision, and which result in tender being annulled then we shall be treated ineligible for participation in re- tendering of this particular package and contractual action may be taken against us as per the provisions of the Bidding documents. Further, RGPPPL shall also be free to take further actions as per the provisions of the policy for Withholding and Banning of Business Dealings.

Date:
Place:

Signature
Name of the Authorized person

NOTE :

Bidder may note that in case they do not submit the aforesaid declaration or no confirmation is indicated by them or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated against the declaration, then the bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.





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Annexure-IA

General Declaration by Bidder

Bidder's Name and Address:

To
RGPPPL
At & Post: RGPPPL 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





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Annexure-II

DECLARATION ON BANNING POLICY

To
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 RGPPPL 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 RGPPPL 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, RGPPPL 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

*While referring the policy, NTPC is to be read as RGPPPL.

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





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Annexure-III

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Name of Contract: "....."

To,
RATNAGIRI GAS AND POWER PRIVATE LIMITED,
At & Post: Anjanwel,
Tal.: Guhagar,
Dist.: Ratnagiri,
Maharashtra, India – PIN 415 634
Phone: 02359 – 241 134, Fax: 02359 – 241 093

Ladies and Gentlemen:

We have read & understood the contents of the Fraud Prevention Policy and undertake that we along with our associates/collaborator/subcontractor/sub-vendors/consultants/service providers/personnel shall strictly abide by the provision of the Fraud Prevention Policy of RGPPL.

Yours faithfully,

Date:
.....

(Signature)

Place:
Name).....

(Printed

(Designation).....

(Common Seal).....





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Annexure-IV

CERTIFICATE OF NIL DEVIATIONS

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

Ref.:.....

Dated:

Sub work:

To
Ratnagiri Gas and Power Pvt. Ltd.,
At/ PO: Anjanwel,
Tal. Guhagar, Dist. Ratnagiri-415634,
Maharashtra, India
Phone: 02359 – 241134, Fax: 02359 – 241 093

Dear Sir,

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard."
2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive
3. We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.
4. We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

Signature along with Seal of Company

.....

Name.....

Designation

Name of Company.....





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Annexure-V

Certificate for Restrictions on procurement from Bidder of a country 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).....





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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. Guhagar, 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:

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





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		Financial Year (.....)				
		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.	





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Annexure-VII

Vendor Information Form

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

Name & Address of the Company:	Order to be issued at :			Registered / Head office :		
Agency must clearly mention, whether they fall under medium /small /micro enterprise (MSME). If No please mentioned clearly.	Medium <input type="checkbox"/>	Small <input type="checkbox"/>	Micro <input type="checkbox"/>	Other <input type="checkbox"/>		
Name & Designation of the key person authorized for this tender work.						
Contact information:	Mobile no:	Telephone No :	Fax No:	Email :		
Status of the Company (Please mark tick as √) :	Proprietary	Partnership	Private Ltd	Public Ltd	Central/State Govt./PSU's	Others (Please Specify)
Registration no. of the Company / Firm:						
*PAN No:						
*PF / *ESI / *WCP nos :	Provident Fund no :	Employees State Insurance no :	Workmen's Compensation policy no :			
*GST Number:						
Association with RGPPPL: (Please mark tick as √)	No existing relation :	1- 2 years :		Over 2 years:		
ISO & Other Certification:						
Average annual Turnover of Last Three FY: (Please mark tick as √)	Upto 5 Cr :		5 Cr to 10 Cr :		Above 10 Cr :	
Line Business (Please mark tick as √) :	Manufacturer:	Auth Dealer :	General trader :	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.**





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Annexure- VIII

EFT Format

To be submitted in Duplicate

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET(For RTGS Facility)											
<p>To Ratnagiri Gas & Power Pvt Limited, At/PO Anjanwel,Guhagar Taluka,Dist Ratnagiri, Maharashtra State,India,PIN 415703</p> <p>Dear Sir,</p> <p>Sub: Authorization for release of payment due from Ratnagiri Gas & Power Pvt Ltd,henceforth through Electronic fund transfer RTGS.</p> <p>(Please fill in the information in CAPITAL LETTERS.Please TICK wherever it is applicable)</p>											
1.	Name of the Party										
2.	Adress of the Party										
<p>City: _____ Pin Code: _____</p> <p>Ph No: _____ Fax No: _____</p> <p>E-mail Id: _____</p> <p>Permanent Account Number: _____</p>											
3.	Particulars of Bank										
Bank Name				Branch Name							
Branch Place				Branch City							
Pin Code				Branch Code							
MICR No											
<p>(9 Digits code number appearing in the MICR Band of the cheque supplied by the Bank.Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the Bank name,Branch name and Code number)</p>											
Account Type			Savings			Current			Cash Credit		
Account Number(as appearing in the Cheque Book)											
RTGS/IFSC Code											
Phone No											
Fax No											
NAME OF THE CONTACT PERSON											
<p>4. Date from which the mandate should be effective :</p> <p>I here by declare that the particulars given above are correct and complete.If any transaction is delayed or not effected for reasons of incomplete or incorrect information,I shall not hold Ratnagiri Gas & Power Pvt Ltd responsible.I also under take to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RTGS.</p> <p>Place : _____ Signature of the Party/Authorized Signatory (With name/stamp/seal)</p> <p>Certificated that particulars furnished above are correct as per our records.</p> <p>Bank's Stamp: _____ Date: _____</p> <p>N.B : 1)RTGS facilities Centre: 2)RTGS chargers if any,is to be borne by the party.</p> <p>(Signature of the Authorized Official from the Banks) Authentication no & bank seal/stamp</p>											





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Annexure- IX

AGREED TERMS & CONDITIONS

To,

M/s RGPPPL

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: RGPPPL:.....% 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	





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	read in conjunction with all parts of Bid Documents	
15	Confirm that Annual Reports for the last three financial years 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:





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Annexure- X

PROFORMA of Letter of Authority for Attending the Bid Opening

(To be submitted on BIDDER's Letter Head)

Ref. No.:

Date:

To,
RATNAGIRI GAS AND POWER PRIVATE LIMITED,
AT & POST: ANJANWEL, TAL: GUHAGAR,
DISTT: RATNAGIRI, MAHARSHTRA.
PIN 415 634

Atten:.....

Dear Sirs,

We hereby authorize following representative(s) to attend the technical bid opening and priced bid opening against your Bid No. for (item name).....

S.NO	NAME	DESIGNATION	SIGNATURE
1.			
2.			

We confirm that we shall be bound by all and whatsoever our representative(s) shall commit.

Yours Faithfully,

Signature.....
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.





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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 of company/*CFO of the company), confirm that this certificate is submitted on behalf of our company M/s _____ (Name of the Bidder) and we are responsible for the declaration(s) mentioned herein.
- 2.0 I certify that the financial results of the Company for the preceding financial year are under audit as on the date of Techno-commercial bid opening and the certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Yours faithfully,
(Signature)

Date:

Place:

Name & Designation:

Name of the Company:

Seal of the Company:

*Strike off whichever is not applicable





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Annexure-XII

BIDDER'S EXPERIENCE

To,

M/s RGPPPL

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:





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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..... (Name of the bidder) and certify the following

ANNUAL TURNOVER OF LAST 3 YEARS:

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

Name of Audit Firm:
Chartered Accountant
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership no.

Instructions:

1. The financial year would be the same as one normally followed by the bidder 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 Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
3. For the purpose of this Tender document, Annual Turnover shall be "Sale value/ Operating Income".
4. This certificate is to be submitted on the letter head of Chartered Accountant.





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Annexure-XIV

FINAL CHECK LIST

Sr. No.	DESCRIPTION	BIDDERS CONFIRMATION
1.	Bidder's Details:	
	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.	<u>Duly filled, signed and stamped</u> annexures in FORMS & ANNEXURES	





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Annexure-XV

BIDDER'S QUERIES

To,

M/s RGPPL

TENDER NO:

SL. NO.	REFERENCE OF BIDDING DOCUMENT				BIDDER'S QUERY	RGPPL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

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





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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.
2. 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 RGPPPL.
5. 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.
6. 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 RGPPPL 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 RGPPPL 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 RGPPPL 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 RGPPPL.
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.





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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 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 RGPPPL'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 RGPPPL 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 RGPPPL 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 RGPPPL 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 RGPPPL shall have the right at its sole discretion of debar such Contractor's for award of any contract in future, Further RGPPPL 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 RGPPPL 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 RGPPPL as per the following schedule.

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





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Annexure-XVII

GENERAL ENVIRONMENTAL OBLIGATIONS TO AGENCIES

1. Ratnagiri Gas & Power Pvt. Ltd (RGPPPL) environmental policy is documented implemented and maintained at RGPPPL 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.
3. 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 RGPPPL 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 RGPPPL 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 RGPPPL 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 RGPPPL 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 Act 1988.
 - 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 RGPPPL Environmental Policy and to the environmental objectives and targets shall be dealt in by RGPPPL sternly and suitable action may be taken as deemed fit.





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Annexure-XVIII

SAFETY CONDITIONS TO BE FOLLOWED BY AGENCIES

1. The contractors shall comply the provisions of Factories Act 1948, 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.
2. 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.
3. 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.
4. Wherever the workers are exposed to the hazards of falling 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.
5. 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
6. The contractor shall take all 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.
8. 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.
9. *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 RGPPPL 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-in-charge / Head of Safety.





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13. In case RGPPPL officials find that the employees of contractors are working in RGPPPL without using appropriate safety equipment's (personal protective equipment's) RGPPPL 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 RGPPPL, 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 RGPPPL 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. 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 RGPPPL 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 RGPPPL 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 RGPPPL (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 RGPPPL.

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 etc.
- 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:

- a. Any employee (full time, part time or employees appointed on adhoc/temporary/contract basis), representative of vendors, suppliers, bidders, consultants, service providers or any other agency(ies) doing any type of business with RGPPPL 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





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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 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 RGPPPL, 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 RGPPPL, 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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Annexure-XX

BANK GUARANTEE CHECKLIST

Sr. No.	DETAILS OF CHECKS	YES / NO	
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 Bid Document No....., M/s.....(***)..... having its registered/Head Office at (hereafter called the 'Bidder') wish to participate in the said Bid for (Name of package).....

As an irrevocable Bank Guarantee against Bid Security for an amount of(*) valid for days from(**) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the [Name and address of the Bank]..... having our head office at(#)..... guarantee and undertake to pay immediately on demand by (Name of the Employer)....., (hereinafter called the 'Employer')..... the amount of(*)..... without any reservation, protest, demand and recourse. Any such demand made by the Employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid up to (@)..... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s [Bidders name]..... on whose behalf this guarantee is issued.





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In witness whereof the Bank, through its authorized officer has set its hand and stamp on this Day of20..... 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.
- ii) 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,

Subject: Extension of Bank Guarantee No.dated
.....for[indicate value of bank guarantee].....favouring
yourselves expiring on on account of M/s.....(Name of
Bidder)..... in respect of Contract for (Insert Package
name).....(Insert Project Name)project,
Contract No. dated
(hereinafter called original Bank Guarantee)

At the request of M/s..... we Bank
branch office at and having its Head office at
..... do hereby extend our liability under the above mentioned
guarantee No..... dated..... for a further period of year/months
fromto expire on.....

Except as provided above, all other terms and conditions of original
Bank Guarantee No. dated.....hall remain unaltered and
binding.

Please treat this as an integral part of the original guarantee to which it would be
deemed to have been attached.

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised vide
Power of Attorney No.....
Date.....

Dated
SEAL OF BANK

Note:

- @ The extension of the Bank Guarantee should be forwarded to the Unit/Project/Corporate Centre, from where the extension has been sought.
- 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 Ratnagiri 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



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- 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 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)}

The non-judicial stamp paper should be in the name of issuing bank

Ref

Bank Guarantee No.

Date -----

To

Ratnagiri Gas and Power Pvt. Ltd.,
At/ PO: Anjanwel,
Tal. Guhagar, 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.
2. We-----, having its Head office (Name & address)----- (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the owner, on demand any and all monies payable by the Contractor to the extent of as aforesaid at any time upto -----** (days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner on the bank shall be conclusive and binding not withstanding any difference between the owner and Contractor or any dispute pending before any court, tribunal or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.
3. The owner shall have the fullest liberty without affecting in any way the





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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 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 relieving the bank. The bank also agrees that the owner at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the owner may have in relation to the Contractor's 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 of-----20----- at-----

Witness:

(Signature)

(Signature)

(Bank's Rubber Stamp)

1.....

(Name)

(Official Address)

(Name)

2.....

(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney

No.-----Dated-----

NOTES:

***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

A.	State Bank of India		
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 (INDIAN BANKS)		
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 (FOREIGN BANKS)		
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





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11	THE HONGKONG SHANGHAI BANKING CORPORATION LTD	34	National Australia Bank
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 CEYLON	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 : RGPPPL, PO. Anjanvel, Guhagar, Dist. Ratnagiri, MS.

This is to certify that we have made all labour payment including PF liabilities in respect of the above-mentioned LOA(Work service order)/Contract & no other payment in this regard is pending from us. Further we confirm that all statutory requirements have been complied with by us & in case any default is reported against us, we shall be solely responsible for the same.

FOR & BEHALF of

Place

Signature

Date

Name:-

Designation:-





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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 / Contract No :

Name of the Contractor :

Project :RGPPPL, PO.Anjanvel, Guhagar, Dist.Ratnagiri, MS

We _____
do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from Ratnagiri Gas & Power Project Pvt. Ltd In respect of the aforesaid LOA(work service order) No - _____ Dated _____ including amendments, 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.

Notwithstanding any protest recorded by us in any correspondence, documents, measurement books and / or final bill etc. we waive all our rights to lodge our claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of Ratnagiri Gas & Power Project Pvt. Ltd., with full knowledge and with our free consent without any undue influence, misrepresentation, coercion, etc.

FOR & BEHALF of

Place

Signature

Date

Name:-

Designation:-





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Annexure-XXVIII

**FORM OF DEED OF JOINT UNDERTAKING
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE
ASSOCIATE ALONGWITH THE CONTRACTOR FOR
----- PACKAGE FOR
RGPPPL (AS PER CLAUSE ----- OF ITEM ----- OF BDS)**

This DEED of UNDERTAKING executed this..... day of Two thousandby M/s.....a Company incorporated under having its Registered Office at (hereinafter called the "Associate", which expression shall include its successors, administrators, executors and permitted assigns) and M/s a company registered under thehaving its registered office at (hereinafter called the Bidder/Contractor, which expression shall include its successors, administrators, executors and permitted assigns) in favour of RGPPL, incorporated under the Companies Act, 1956, having its Registered Office at Core-7 Scope Complex, Institutional Area, Lodi Road, New Delhi- 110 003, INDIA (hereinafter called "RGPPPL" or "Employer" which expression shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for ----- (hereinafter referred to as "Plant") as specified in its Bidding Document No.....

AND WHEREAS Clause -----of Item ----- of Bid Data Sheets of Bidding Documents stipulates that bidding is open to a bidder who meets the requirements stipulated in Clauses -----of 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 Rs. _____ or above in case of-----/Rs.----- or above in case of ----- / Rs. ----- or above in case of ----- of BDS.





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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 Undertaking that they shall be held jointly and severally responsible and bound unto the Employer for successful design, execution & completion of the -----
-----**works** under the -----Package for its fully meeting the parameters guaranteed as per the Bidding Documents, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "Contract").

WHEREAS M/s is submitting its proposal in response to the aforesaid Invitation for Bid by the Employer bearing proposal No..... dated for ----- against the Employer's Bidding Documents.

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER :

1. That in consideration of the Award of the Contract by the Employer to the Contractor, we, the aforesaid Associate and the Contractor, do hereby declare and undertake that we shall be jointly and severally responsible to the Employer for successful design, execution & completion of the ----- **works** and perform all the contractual obligations including the technical guarantees for the -----
-----**works.**
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:
 - (a) The Associate will be fully responsible for design, engineering, execution, and successful completion of the -----
-----**-works** for the Plant as per the satisfaction of the Employer.

Further, the Associate shall depute their technical experts from time to time to the Contractor's works/Employer's project site as required by Employer and agreed to by the Contractor/Collaborator to facilitate the successful design, execution & completion of the -----
-----**works** as stipulated in the aforesaid Contract.





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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 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.





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- 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.
- 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 / Associate to strike out whichever is not applicable.





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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.....

To

Ratnagiri Gas and Power Private Limited (RGPPPL)

At & Post Anjanwel, Tal-Guhagar

Dist.: Ratnagiri

Maharashtra-415634

Dear sirs,

In the consideration of the RGPPPL (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/swith its Registered / Head Office at.....hereinafter referred to as 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns) a contract by issue of Owner's Purchase Order No.....dated.....and the same having been unequivocally accepted by the Contractor, resulting into a Contract bearing No.....dated.....valued at.....for.....(scope of work) contract (hereinafter called the "Contract') and the owner having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to.....(in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

We.....(name of the bank) having its head office at.....(address) (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner immediately on demand any or all money payable by the Contractor to the extent of(in words and figures) at any time upto.....without any demur, reservation, recourse, contest or protest and or without any reference to the Contractor. Any such demand made by the owner on the Bank shall be conclusive and binding not withstanding any difference between the owner and the Contractor or any dispute pending before any court, Tribunal, arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the owner discharges this Guarantee.

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





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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 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.

Notwithstanding anything contained hereinabove, our liability under this guarantee is limited toand it shall remain in force upto and including.....@.....and shall be extended from time to time for such period (not exceeding one year) as may be desired by M/s.....on whose behalf this Guarantee has been given.

Dated this.....day of.....20.....at.....

Witness

Signature

(Signature)
Name
Designation with Bank Stamp

Name

Attorney as per Power of Attorney

Office address

No.
Dated_____

**Strike out whichever is not applicable.
@ 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





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Annexure-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)

(On Non-Judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this _____ day of _____ 20** by _____ (contractor's name a Company registered under the Companies Act 1956 / Partnership Firm /Proprietary concern having its registered office at _____ (hereinafter called the 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of RGPPPL, a company incorporated under the Companies Act, 1956, having its Registered Office at Core-7 Scope Complex, Institutional Area, Lodi Road, New Delhi-110 003, INDIA (hereinafter called 'RGPPPL' {abbreviated name of Employer} which expression shall include its successors and assigns):

WHEREAS@ has awarded to the contractor a contract for vide its Letter of award / Contract No..... datedand its amendment no.(applicable when amendment have been issued) (hereinafter called the "Contract") in terms of which@..... is required to hand over various equipments to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No. of the said contract, the Contractor is required to execute an Indemnity Bond in favour of@for the Equipments handed over to it by@ for the purpose of performance of the Contract / Erection portion of the contract (hereinafter called the 'Equipments')

AND THEREFORE Indemnity Bond witness as follows:

1. That the consideration of various Equipments as mentioned in the Contract, valued at (amount in Fig).....(amount in words)handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes the indemnify and shall keep@indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of Equipment etc. as per dispatch title documents handed over to the Contractor as detailed in the Schedule appended hereto. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf of@.....
@ fill 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 @ project site against all risks whatsoever till the Equipments are duly used / erected in accordance with the terms of the Contract and the plant / package duly erected and commissioned in accordance with the terms of the Contract is taken over by @ The Contractor undertakes to keep @ harmless against any loss or damage that may be caused to the Equipments.
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 @ is and shall remain the exclusive owner of the equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/ agents authorized by him in this regard. Further, @ shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the





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Contractor binds himself and undertakes to comply with the directions of demand of @ to return the Equipments without any demur or reservation.

5. 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 @ as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to @ without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to @ against the Contractor under the Contract and under this Indemnity Bond.

NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of @, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

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

Indemnity Bond are to be executed by the authorised person and (i) in case of contracting 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.





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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

THIS INDEMNITY BOND is made this _____ day of _____ 20** by _____ (contractor's name a Company registered under the Companies Act 1956 / Partnership Firm / Proprietary concern having its registered office at _____ (hereinafter called the 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of RGPPPL, a company incorporated under the Companies Act, 1956, having its Registered Office at Core-7 Scope Complex, Institutional Area, Lodi Road, New Delhi- 110 003, INDIA (hereinafter called 'RGPPPL' {abbreviated name of Employer} which expression shall include its successors and assigns):

WHEREAS@ has awarded to the contractor a contract for vide its Letter of award / Contract No..... datedand its amendment no. (applicable when amendment have been issued) (hereinafter called the "Contract") in terms of which@..... is required to hand over various equipments to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No. of the said contract, the Contractor is required to execute an Indemnity Bond in favour of@for the Equipments handed over to it by@ for the purpose of performance of the Contract / Erection portion of the contract (hereinafter called the '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).....(amount in words)handed over to the Contractor in installments from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep@indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of initial installment of the Equipment etc. as per details in the Schedule appended hereto. Further the contractor agrees to acknowledge actual receipt of the subsequent installments of the Equipments etc. as required by @..... in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf of@.....
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ Protection and custody of the Equipment at @ project site against all risks whatsoever till the Equipments are duly used / erected in accordance with the terms of the Contract and the plant / package duly erected and commissioned in accordance with the terms of the Contract is taken over by @ The Contractor undertakes to keep @ harmless against any loss or damage that may be caused to the Equipments.
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 @ is and shall remain the exclusive owner of the equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/ agents authorized by him in this regard. Further, @ shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, mis-utilised or converted to





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uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of @ to return the Equipments without any demur or reservation.

5. 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 @ as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to @ without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to @ against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of @, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

For and on behalf of

.....

(Contractor's Name)

WITNESS:

Signature

Name

Address

Signature

Name

Address

Signature

Signature

Name

Designation of
authorized representative
(Common Seal)

In case of Company

Indemnity Bond are to be executed by the authorized person and (i) in case of contracting 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.





RATNAGIRI GAS AND POWER PRIVATE LTD.

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



EMS 712337

Subject - Work of complete replacement of Caged Ladders, Platforms & associated structures & Painting of Exterior Surface of Block#1 HRSG Metal Chimney (02 Nos. each of 98m x 6.5m dia) at RGPPPL

Enquiry No. & Date : 201300110 & 30-03-2021

2. General Terms & Conditions

Name of Company/Firm with complete address 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:	457 Days
GCC :	O&M
Payment Terms :	<p>. Payment shall be released in the form of Running account bills on completion of work along with measurements certified by EIC on quantum of work executed on submission of invoices. The stages of payment for each chimney:</p> <p>Stage of Execution:</p> <p>a For BOQ Sr. No. 01: Erection of access platform for complete removal of existing ladders and platform: 35% of BOQ Sr. No. 1 per chimney shall be released . Balance Payment of 65% on completion of work per chimney</p> <p>b)For BOQ Sr. No. 02 & 03 : Fixing of new ladders and platforms complete in all respect: 65% of BOQ- Sr. No. 2 & 3. Balance Payment of 35% of BOQ- Sr. No. 2 & 3 on completion of work per chimney</p> <p>c) For BOQ Sr. No. 04: Surface preparation and application of primer & paint (all 4 coat): Payment shall be made on completion of work per chimney.</p> <p>Agency has to submit CPBG @3% of the awarded amount for a validity of (457+ 1095+90) days i.e, 1642 days within 30 days from the date of issue of work service order/LOI whichever is earlier. The same shall be released after successful completion of defect liability period of 3 years of individual chimney.</p>
DLP Terms / DLP Desc :	DLP - 3 years from completion of individual chimney. If any defect observed during this period agency has to repair the same free of cost.
LD & LD Details :	As per GCC-O&M
Variation :	As per GCC-O&M

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

Vendor's stamp & Signature



RATNAGIRI GAS AND POWER PRIVATE LTD.

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



EMS 712337

Subject - Work of complete replacement of Caged Ladders, Platforms & associated structures & Painting of Exterior Surface of Block#1 HRSG Metal Chimney (02 Nos. each of 98m x 6.5m dia) at RGPPPL

Enquiry No. & Date : 201300110 & 30-03-2021

Terms and Conditions :

1. Contract completion period shall be 457 days from the date of issue of LOI/work service order whichever is earlier. However, agency shall make endeavor to complete the work in minimum possible time without compromising safety and quality.
2. Mobilization: Within 30 days of receipt of LOI/Work service order, whichever is earlier.
3. Liabilities for safety: Safety at site shall be strict in observance of the existing safety and accident prevention regulations of RGPPPL. The agency shall be fully responsible for the safety of its complete manpower and shall provide them with all necessary safety appliances/ PPE viz. Coverall, hand gloves, safety belts (double harness), safety shoes, safety helmets, safety goggles, safety nets, safety life lines, nose mask etc.
4. Agency should ensure that deployed manpower is medically fit for working at height. Medical certificate (including ECG) from DISH approved medical practitioner to be submitted. Agency shall also submit police verification certificate for issue of gate pass.
5. Insurance coverage (Group & WC) and required labor license for the workmen deployed shall be arranged by the agency. Agency shall deploy their own experienced Safety Officer for ensuring safety at the work site.
6. Tools used should be harnessed to the body/ fixed to avoid free fall.
7. No painting work shall be carried out during rains or extreme weather conditions.
8. BOQ is tentative only and may vary in actual. Execution of complete quantity is not binding on RGPPPL. Payment shall be made on the basis of actual work executed and certified by EIC. Individual item as well as the total BOQ may vary as per the provisions of GCC.
9. Contractor will have to work in co-ordination of other agencies who may be working in the premises.
10. Weighment of the ladders and the platforms shall be done at weighbridge of RGPPPL.
11. Drawings are as per attachments

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

Vendor's stamp & Signature



Subject - Work of complete replacement of Caged Ladders, Platforms & associated structures & Painting of Exterior Surface of Block#1 HRSG Metal Chimney (02 Nos. each of 98m x 6.5m dia) at RGPPPL

Enquiry No. & Date : 201300110 & 30-03-2021

3. Scope of work and Technical Specification

Scope Of Work :

A. Scope Of Work And Specification For Painting

1. Area of work will be power block#1 HRSG's metal chimney (98m height & 6.5 m diameter). Intent of the contract is to carry out exterior protection painting of power block chimneys as described and instructed by Engineer in Charge along with all material like paint, thinner, primer, other consumables etc required for the complete performance of the work along with replacement of the existing platforms and ladders along with the support pipes of the caged elevator.

2. There are a total of 2 chimneys namely HRSG 1A & 1B which are to be painted and replaced with new platforms and monkey ladders complete with cages. These chimneys are already in painted condition.

3. Agency shall remove the existing platform and ladders and install new platform and ladders. The necessary access (scaffolding/ crane/ other safe means of access) and requisite tools and tackles (tested & certified by competent person as per Maharashtra factory rules) will be in the scope of the agency. Agency shall also remove and re-fix the cable supports. Repair/ Replacement of pipe supports of the stack elevator.

4. Furthermore, such access platform shall be got certified through a third party inspecting agency by the vendor at their own cost. This access platform shall be used also for carrying out the painting work. Agency shall use robust & safe arrangement for access to remove / reinstall structure and painting. Also being a high structure and coastal region, protection any needed from wind for safe and quality working at all elevations upto the top shall also be in the scope of the agency.

5. Agency shall submit details of the access system along with calculations (if any), Job Safety Analysis, Work Methodology etc for the review and consent of RGPPPL before start of work.

6. Steel used shall be ISI marked from reputed makes like TATA, SAIL, JINDAL, ESSAR, POSCO etc. Agency shall submit manufacturer material test report as per IS: 2062 Gr A encompassing mechanical and chemical properties. Gratings, hand railing pipes and toe guards shall be Hot dipped galvanized (610 gsm). It may be noted that, wherever possible hot dipped galvanized components shall be joined through fasteners.

7. Fasteners used shall be PTFE coated bolt, washer (2 Nos.) and nut conforming to AISI 1045/ JIS S45C.

8. Galvanizing shall be as per IS: 4759 (mass of galvanizing shall be as per Cl.6.1 of IS code). Galvanizing test report to be submitted for acceptance. The tentative drawing of the structure is attached for reference.

9. Painting shall be carried out only when the weather is dry and suitable for such work.

10. The surface to be painted shall be cleaned adequately by removing all traces of oil, grease, loose scales, salt depositions, rust, dirt, loose old paint coating etc. by chipping, scrapping, hand wire brushing, water jet machine @ min 4000 psi pressure duly followed by drying/wiping dry with clean cloth. The painting shall start only after cleaning is complete to the satisfaction of EIC. The consumables and equipments needed for such work shall be in agency's scope. Surface preparation shall be as per SSPC-SP3 & should be to grade St 3 of ISO 8501/1 or as per instructions of EIC.

11. The painting [Primer/ PU] shall be carried out by brush or spray painting (airless).

12. For safe working, wherever possible, agency shall place heavy duty safety nets with 3 layers required to be installed for protection from free fall. After completion of work, the agency shall dismantle complete scaffolding/ safe access system etc and store the material safely and properly.

13. Complete cleaning of the work area shall be ensured by the agency. All the scrap material/ wastes is to be shifted to the identified locations. RGPPPL is ISO: 14001 certified plant, hence, it shall be responsibility of the agency to carryout task in compliance to ISO: 14001. Agency shall safely dispose harmful/ hazardous waste/ chemicals generated during this work at their own cost.

14. Supply of paint shall be in agency's scope. Deployment of all resources needed like primer, Paint, thinner, hardner, water jet cleaning machine, brushes, consumables needed, scaffolding materials/ access system, painters and any other tools & plants necessarily required to execute the complete work are the sole responsibility of contractor. Electrical devices shall have ELCBs/ RCCB's to protect the deployed manpower from electrical hazards. The electrical equipemnt shall be tested for their safe use.

15. Before application of the paint agency shall carry out the thickness survey of the metal shell without any additional cost. Thickness shall be measured at every 3 meter interval height starting from bottom of the stack shell and at every 60 degree interval along the circumference at a particular level (6 points) i.e., at 0, 60,120,180,240,300 degree angle at each level of 3m height. The measured value of thickness shall be plotted on a drawing/tabular form and submitted for verification/review by RGPPPL.

16. Paints shall be prepared and applied as per recommendation of the paint manufacturer.

17. Agency shall comply with material safety (MSDS) provisions issued by paint manufacturer during handling and execution of work.

18. Painting work is to be done as per instruction of EIC. Contractors shall deploy sufficient resources to take up the work accordingly with proper supervision. Daily progress report of Area cleaned/ painted and material consumed to be submitted to EIC. Agency shall take a baseline data of the existing painted surface for calculating the total DFT of the painted surface.

19. Area identified for painting shall be cleaned properly and offered for inspection before applying the paint/ primer. Good practices and manufacturer's guideline shall be followed for surface preparation before applying the paint.

20. All the name plate details / marking/ identifications etc. of equipments are to be masked prior painting. All such details will be written again to original dimensions. Additional writing of date of painting and name of chimney to be marked on each chimney.

21. Agency should bring calibrated elcometer / DFT meter having valid certificate from NABL/ Govt Lab/NIST for paint thickness measurement. Also agency shall carryout the thickness survey of the both chimneys without any additional cost to RGPPPL to assess the condition of the stack metal thickness.

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

Vendor's stamp & Signature



Subject - Work of complete replacement of Caged Ladders, Platforms & associated structures & Painting of Exterior Surface of Block#1 HRSG Metal Chimney (02 Nos. each of 98m x 6.5m dia) at RGPPPL

Enquiry No. & Date : 201300110 & 30-03-2021

22. Paint Specification:

Primer: Epoxy Mastic, SELF PRIMING WITH 80% (±2%) volume of solids, two pack air drying high gloss.

Paint:(White and Red colors) Polyurethane Paint with hardener, two component air drying acrylic aliphatic PU paint having high gloss with volume of solids min 45%.

For Platform, Handrail, Ladder:

Paint Colour In case of Handrail and ladder/ Cage etc : Golden Yellow

and the platform structures shall be : Light grey.

Painting thickness: 2 coat of Mastic primer each of minimum 100 microns and 02 coats of UV resistant PU aliphatic each of minimum 40 microns. The total thickness shall be minimum 280 microns.

Paint/ Primer should withstand minimum continuous temperature of 120°C. Test certificates & MSDS should be submitted to RGPPPL for every batch.

Recommended paint manufacturers:

Hempel, Jotun, Carboline, Cipy Polyurethane,Kansai Nerolac, Asian, Berger, Akzo Nobel, Shalimar, Sherwin Williams, Clean coats, Nippon Paints.

23. Agency shall submit the technical data sheet encompassing the theoretical spread / surface preparation required of the paint and the primer.

24. Paint shall be supplied in manufacturer's original sealed containers with the description of content, specification no., color, ref no, date of manufacture / shelf life, expiry date & pot life. Remaining shelf life of the paint must be at least 9 (nine) months at the time of supply of material at site and same shall be valid at the time of application.

25. Proper Storage of material: The safe upkeep/storage of the material /consumables /equipment's shall be responsibility of the agency. RGPPPL is a ISO:14001:2015 certified station. Hence, agency shall adopt all environmentally safe practices conforming to the requirements of RGPPPL EMS.

26. QP for the fabrication & erection of steel structures and painting shall be submitted by the agency.

27. Relevant TC's of all material (Mfg/ third party) used for the work like steel structure, fasteners, painting material shall be submitted by the agency to RGPPPL for verification & acceptance. Approval of make of materials shall be obtained by the agency prior to bulk supply/ fabrication.

B. RGPPPL RESPONSIBILITY: -

Water, air (6.5 kg/cm2) and electrical supply (from terminals provided at various location) subject to availability at site. Necessary connections, oil/ water separator & hardware etc will be in scope of agency. If the air pressure is not sufficient then agency shall arrange air compressor at their own cost.

C. PLANT FAMILIARIZATION

1. Bidder shall make himself familiar with the equipment's/ system, site conditions, quantum of work involved under the work scope of subject contract. If additional information, technical details, works procedures in relation to this work, may be got clarified before submitting the bid.

2. It is imperative to mention that bidder should be fully acquainted of local conditions & factors which may effect on the execution of the work covered under this specification.

1) 7708127019 - Providing and Fixing scaffolding (suspended platform gondola)or any other means at all heights

Providing and Fixing scaffolding (suspended platform gondola) or any other means at all heights & approach systems from outside of the Chimney to enable execution of all items of works as required complete with necessary supports system etc. complete for safe working with arrangement including dismantling the system as & when the work is over & carting away same.

2) 7708127028 - Dismantling of structure by gas cutting/ mechanical cutting/ debolting,removing & carefully lowering

Dismantling by gas cutting/ mechanical cutting/ debolting, removing & carefully lowering down the corroded structural steel members of the operating platforms, railings, gratings & cage ladders etc. along with removal of support pipes of the caged elevator from respective level and shifting the same to the scrap yard as directed by EIC.

3) 7708127037 - Supplying, fabricating & erecting in position structural steel members

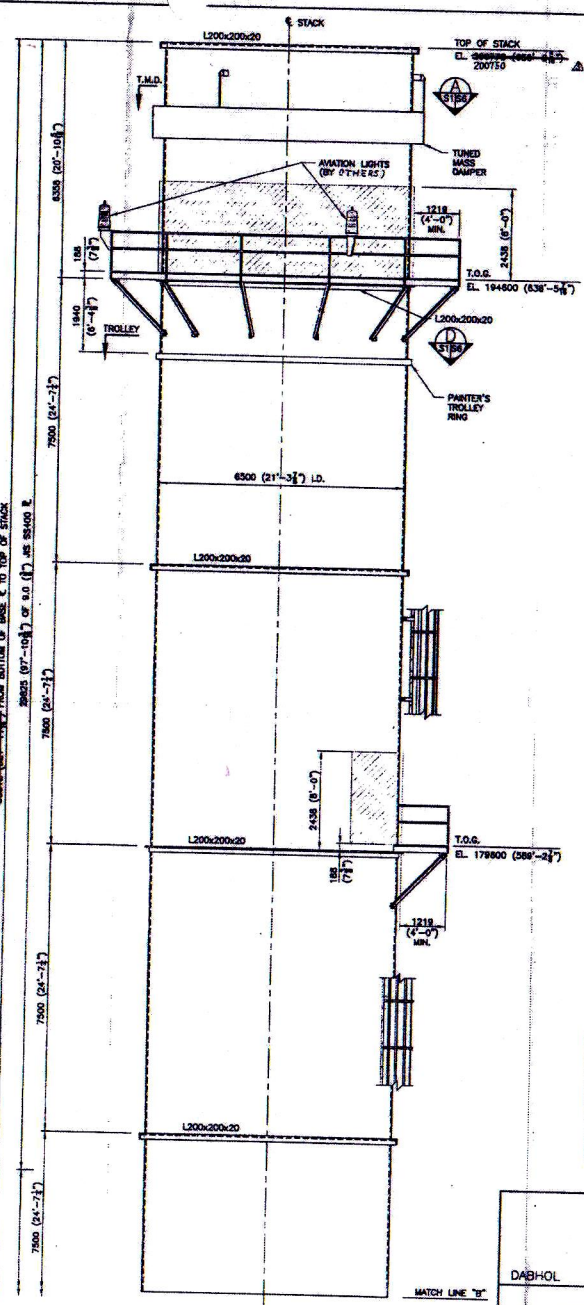
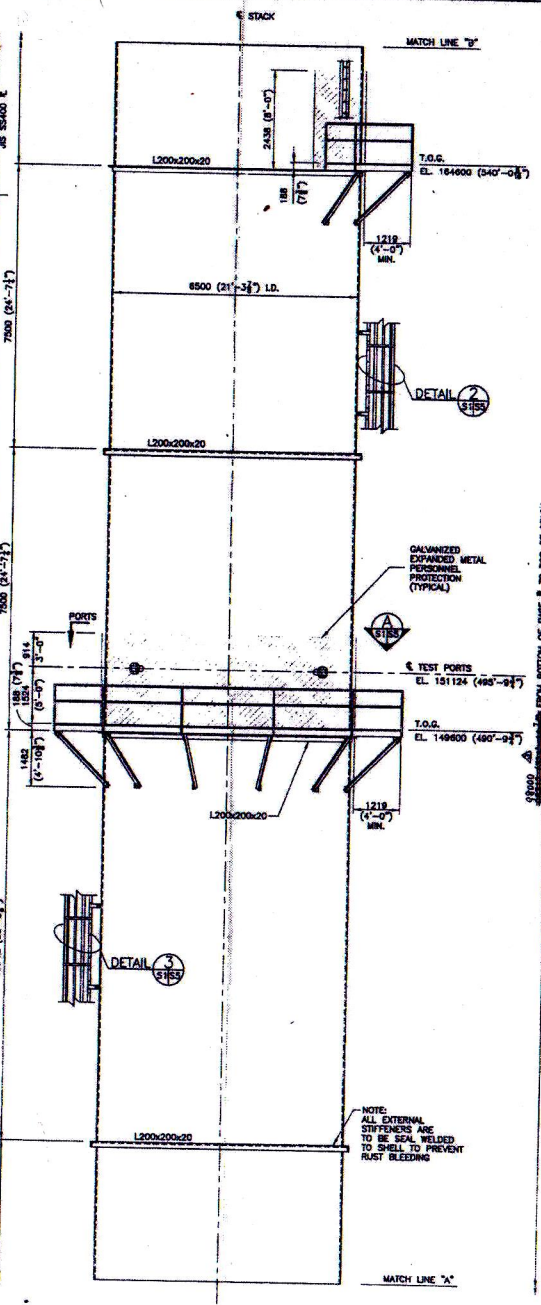
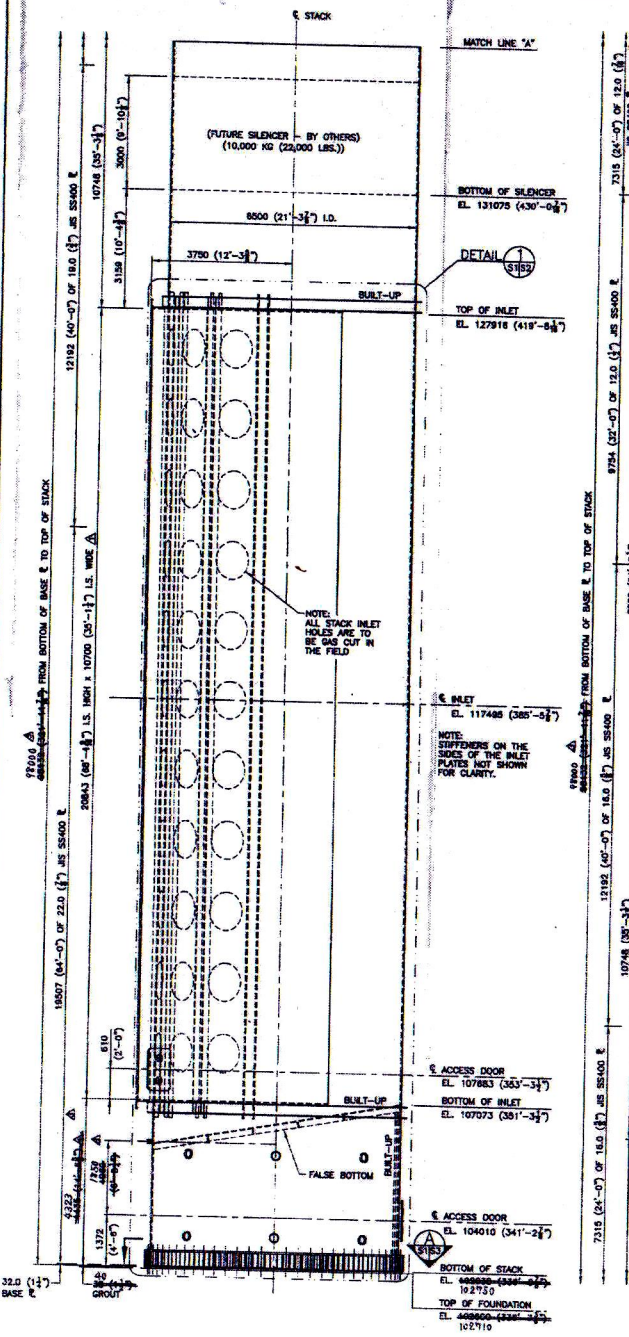
Supplying, fabricating & erecting in position structural steel members of the operating platforms, railings, gratings & cage ladders along with replacement of support pipes of the caged elevator etc. at the respective level complete as directed by EIC.

4) 7708111517 - Surface preparation & Painting of 98.15Mx6.5 m Chimney with supply of paint from recommended brands

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

Vendor's stamp & Signature

CAD FILE: 86003-3
DATE: 03-15-99
SCALE: 3/8" = 1'-0"



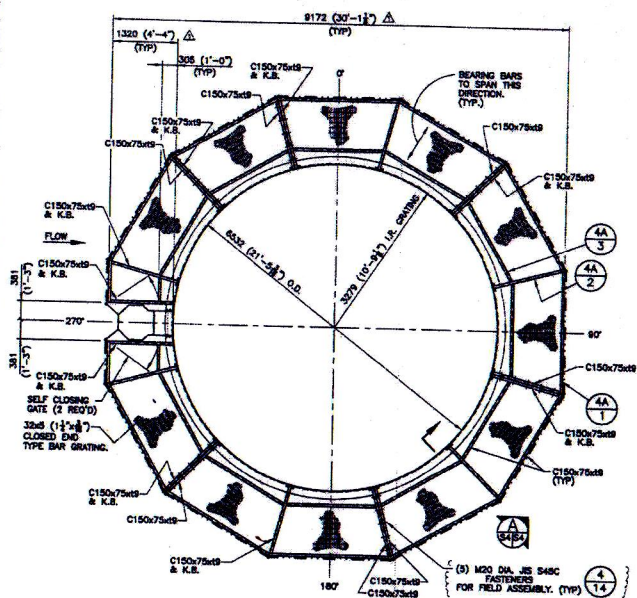
STACK ELEVATION
SCALE: 3/8" = 1'-0"

4 STACKS REQUIRED

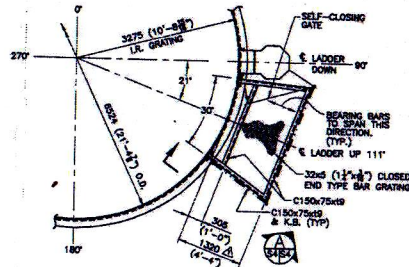
CERTIFIED
FOR
CONSTRUCTION

DABHOL II COGEN		INDIA	
DABHOL SINGLE WALL STACK			
STACK ELEVATION			
DRAWN:		DESIGN:	
CUSTOMER DWG. NO.		89 of 94	
NO.	DATE	REVISION	MADE CH'CD.

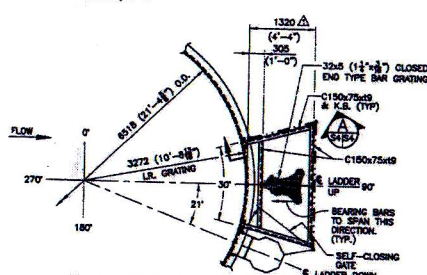
(3)



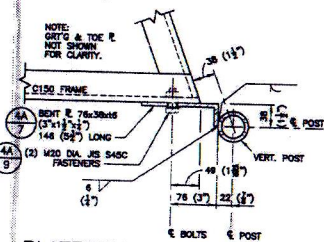
PLAN OF PLATFORM #1 @ EL. 149600 (490'-9 3/4")
SCALE: 1/4" = 1'-0"



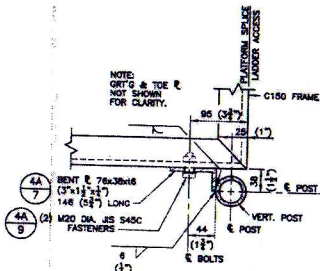
PLAN OF PLATFORM #2
@ EL. 164600 (540'-0 5/16")
SCALE: 1/4" = 1'-0"



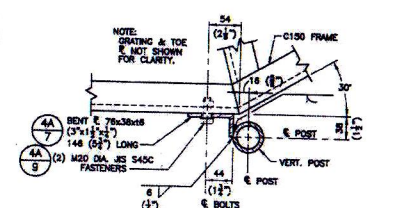
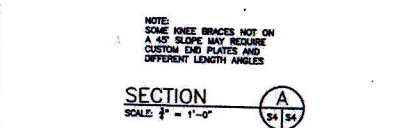
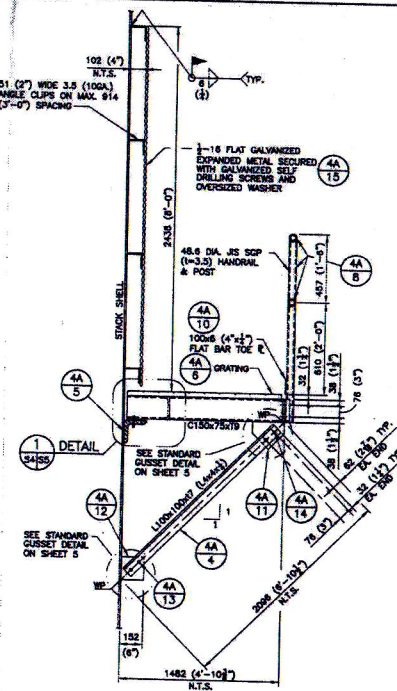
PLAN OF PLATFORM #3
@ EL. 179600 (589'-2 7/8")
SCALE: 1/4" = 1'-0"



PLATFORM
CORNER POST DETAIL
SCALE: 3/4" = 1'-0"

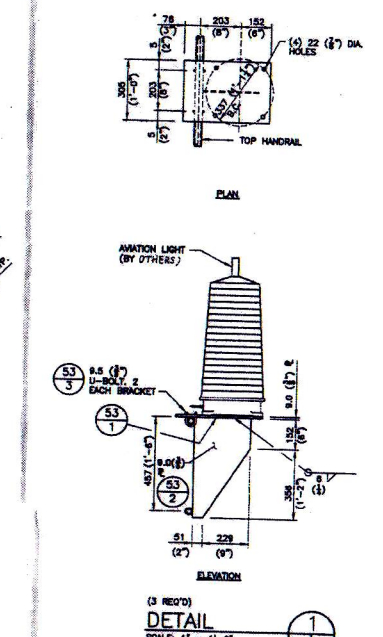


TYP. END POST DETAIL
SCALE: 3/4" = 1'-0"



TYP. 30"
CORNER POST DETAIL
SCALE: 3/4" = 1'-0"

CERTIFIED
FOR
CONSTRUCTION



DABHOL II
SINGLE WALL STACK
DABHOL INDIA
PLATFORMS & DETAILS

NO.	DATE	REVISION	MADE	CHK'D.

DATE: 03-24-88
SCALE: 1/4" = 1'-0"
Dwg FILE: 99008-4

Item Rate BoQ

Tender Inviting Authority: C&M Department

Name of Work: Work of complete replacement of caged ladders, platforms & associated structures & painting of exterior surface of Block#1 HRSG Metal Chimney (02 Nos. each of 98m x 6.5 m dia) at RGPPL

Contract No: 201300110

Name of the Bidder/ Bidding Firm / Company :	
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant 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 #
Sl. 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	Providing & Fixing scaffolding (suspended platform gondola) or any other means at all heights	7708127019	2.000	Number				0.00	0.00	INR Zero Only
2	Dismantling of structure by gas cutting/mechanical cutting/debolting, removing & carefully lowering	7708127028	50.000	Metricktonne				0.00	0.00	INR Zero Only
3	Supplying, fabricating & erecting in position structural steel members	7708127037	50.000	Metricktonne				0.00	0.00	INR Zero Only
4	Surface preparation & Painting of 98.15 m x 6.5 m chimney with supply of paint from recommended brands	7708111517	4600.000	Squaremeter				0.00	0.00	INR Zero Only
Total in Figures								0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only								



Enquiry No.: 201300110

Sub.: Work of complete replacement of caged ladders, platforms & associated structures & painting of exterior surface of block 1 HRSG metal chimney (2 nos each of 98mx6.5m dia)

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.

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



RATNAGIRI GAS AND POWER PRIVATE LTD.

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



EMS 712337

Subject - Work of complete replacement of Caged Ladders, Platforms & associated structures & Painting of Exterior Surface of Block#1 HRSG Metal Chimney (02 Nos. each of 98m x 6.5m dia) at RGPP

Enquiry No. & Date : 201300110 & 30-03-2021

*** UM Code-UM Description**

WB-WOODEN BOX	FT2-SQUARE FT	BS-BR PIP THD	SET-SET	BD-BUNDLE
M3-CUBIC METER	BL-BARRELS	NP-NT. PIP THD	BOX-BOX	LOT-LOT
GAL-GALLON (BRITISH)	CM-CENTIMETER	CB-CARTOON BOX	RFT-RUNNING FT	FT3-CUBIC FEET
KL-KILOLITRE	GM-GRAMME	CAN-CANS	CC-CUBIC CMS	FT-FEET
LT-LITRE	KM-KILOMETER	CYD-CUBIC YARD	DZ-DOZEN	IN-INCH
MT-METRICTONNE	MG-MILLIGRAM	GS-GROSS	GU-GALLON (US)	KG-KILOGRAME
PR-PAIR	NO-NUMBER	KIT-KIT	LB-POUND (WEIGHT)	LK-CHAIN LINKS
REM-REAM	PCS-PIECES	ML-MILLILITRE	MM-MILLIMETRE	MR-METER
SQI-SQUARE INCH	ROL-ROLL	OZ-OUNCE	PKT-PACKET	PL-PHIAL / VIAL
AM-AMPOULE	M2-SQUARE METER	PMT-PMT	QR-QUIRE	RL-REEL
L-COIL	BG-BAG	CM2-SQUARE CM	MM2-SQUARE MM	FT2-SQUARE FEET
	RM-RUN. MTR		YD2-SQUARE YARD	YD-YARD
	DM-DRUM			

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

Vendor's stamp & Signature