

**Enquiry No.: RGPPL/C&M/Purchase/OT-74/201300105****Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.****NOTICE INVITING TENDER (NIT)/ Invitation for bids (IFB)****(Domestic Competitive Bidding)**

1. RGPPL invites bids from eligible Bidders for "Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL" through e-tender (<https://etenders.gov.in/eprocure/app>)

2. Brief Information of NIT

NIT Subject	Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.
Enquiry No.	RGPPPL/C&M/Purchase/OT-74/201300105
Tender ID	2021_RGPPL_74751_1
Envelope Type	Single stage Two envelopes
Evaluation Basis	Item wise
Document Sale Start Date & Time	01-Apr-2021 09:00 AM
Document Sale Close Date & Time	15-Apr-2021 03:00 PM
Last Date for seeking clarification	10-Apr-2021 06:00 PM
Last Date and Time for Bid submission	15-Apr-2021 03:00 PM
Technical Opening Date & Time	16-Apr-2021 03:30 PM
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
Earnest Money Deposit	NA
Cost of Bidding Documents/Tender Fee (Non Refundable)	Rs 1,328/- (Indian Rupees One Thousand Three Hundred Twenty-Eight only) (Inclusive of GST). Mode of payment: Demand Draft/Banker's Cheque/Online transfer. In case of DD, it should be in favour of RGPPL & shall be payable at SBI, Chiplun
URL of GePNIC Portal	https://etenders.gov.in/eprocure/app
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

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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	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.
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* 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 deviation certificate and bidder's "unconditional acceptance" towards acceptable "Bid Security Declaration"**

d. Exemptions/Special privileges :-

NSIC/SSI/MSE units (Manufacturer) having valid registration under NSIC/SSI/MSE/UDYAM for the items mentioned in Bill of Quantity shall be exempted from Tender Fees up to the monetary limit for which unit is registered with NSIC/SSI, In accordance with the provisions of PPP-2012. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

e. **TECHNO COMMERCIAL BID:** Techno Commercial bid is to be submitted in the e-procurement portal of GePNIC (www.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

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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. RGPPL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids (IFB) for the subject package without assigning any reason; whatsoever, and in such case no bidder/intending bidder shall have any claim arising out of such action.
- 5. Issuance of bid documents to any Bidder shall not construe that such bidder is considered to be qualified.
- 6. A complete set of Bidding Documents may be downloaded by any interested bidder directly through e-procurement portal, <https://etenders.gov.in>.

Note: No hard copy of Bidding Documents shall be issued.

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

A) Name: Gautam Kumar	B) Name: Shweta Verma
Designation: Manager (C&M)	Designation: Manager (C&M)
E-mail: gautam.kumar@site.rgppl.com	E-mail: shweta.verma@site.rgppl.com

Address: -
Manager(C&M)
C&M Department
Ratnagiri Gas & Power Pvt. Ltd.
At & Post: RGPPL, Anjanwel
Taluka: Guhagar, Dist: Ratnagiri
Maharashtra-415634
Tel: 02359-241104/241133



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11. Qualifying Requirements:

QR1. The bidder should be a manufacturer of seamless carbon steel pipes manufactured in accordance with ASTM/API/IS. Agency should have successfully supplied seamless carbon steel pipes (ASTM/API/IS) of schedule 40 size 12" or above in last 5 years.

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 order of value not less than **INR 20.82 Lacs.**
OR
- b. **Two** similar orders of value not less than **INR 13.01 Lacs each.**
OR
- c. **Three** similar orders of value not less than **INR 10.41 Lacs each.**

Note –

- Similar order means "**Supply of Seamless Carbon Steel Pipes as per ASTM/API/IS**".
- The word "executed" mentioned above means the bidder should have achieved the criteria specified above, even if the order has not been executed fully.

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 26.03 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 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, RGPPL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of RGPPL.

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DOCUMENTS REQUIRED

- A.** Copies of Purchase Orders along with delivery challans & invoices in support of **QR1 & 2** above.
- 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**.



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



EMS 712337

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NIT / Tender Ref No.:

RGPPPL/C&M/PURCHASE/OT-74/ 201300105

**“Procurement of Seamless Carbon
Steel Pipes as per ASTM A 106 Gr B at
RGPPPL”**

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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)
 - Special Conditions of Contract (SCC)
 - 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



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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 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)



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

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

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):**

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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 Tender Fee cover.**

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

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

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

II. Documents to be submitted online at e-tender portal:

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

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

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

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

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

(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)



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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:

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 GTC 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.



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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 authorized personnel have visited the site for assessment of all factors for the purposes of bidding.

B. Electronic Fund Transfer (EFT) Authorization Form (To be given offline in physical form and copy to be uploaded in Pre-Qual/Technical Cover/Envelope on the portal) Authorization Form for release of payments through Electronic Fund Transfer System.

C. Details of PF, ESI, PAN and GSTIN Regn. (To be uploaded in Pre Qual/Technical Cover/Envelope on the portal)
The details of registration for PF, ESI, PAN and GSTIN to be furnished.

D. Declaration Regarding GST (To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal) (if applicable)
The bidder shall necessarily quote the GST applicable in the Schedule of Quantities. However, levies, royalty, fees etc., if any, shall be included in the price.

E. Certificate for Restrictions on procurement from Bidder of a country which shares a land border with India

F. Fraud Prevention Policy

G. Nil deviation certificate

H. Declaration on withholding and banning policy

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

Bidders are required to accept General Technical Evaluation (GTE) conditions 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:

a) The provisions of Bidding Documents read in Conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) are acceptable and no deviation has been taken in this regard.



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- b) Any deviation to Bidding Documents and its subsequent Amendment(s)/Clarifications(s)/ Addenda/ Errata/ Minutes of Clarification Meeting (if any) as mentioned at (a) above found anywhere in Techno-Commercial Bid and Price Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the Earnest Money Deposit shall be forfeited.

(g) Declaration on Qualifying Requirements (To be accepted online under GTE)

Declaration by the Bidder towards compliance on "Qualifying Requirements" by accepting the following GTE condition in the on-line Bid.

"Do you certify full compliance on Qualifying Requirements"

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

- (a) The number of reference Plants/Orders quoted by Bidder in Attachment- 3 of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.

(h) Declaration on withholding and Banning Policy (To be accepted online under GTE)

Declaration to the effect that the Bidder shall abide by Banning Policy of the Employer displayed on 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.



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11.3.2 **PRICE BID:** In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices, taxes etc. as asked for in the BOQ. The filled Bill of Quantity (BOQ) is to be uploaded in the Finance.

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

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

- (i) 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%.

- (ii) 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%.
- (iii) 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**.



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- 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%
- (iv) In case Bids received from **unregistered bidder**, their Bid for evaluation shall be cost compensated as per the GST rate applicable in view of RCM as per GST Law.
- 11.4 Filling the information in the attachments with answers like "shall be given later" "or" "shall be mutually discussed and finalised" or "information already submitted at the time of enlistment" etc. shall not be accepted. Even if the information required in the attachments has been given in response to any other recent invitation for bids of the Employer or in some other reference, it is mandatory for the Bidder to give the information along with his bid as asked for. **Noncompliance with the above or leaving the attachment(s) blank may lead to the rejection of the bid.** The information furnished by the Bidder should be consistent, correct and true. The Employer reserves the right to verify the information given and if found incorrect, the bid may be rejected.
- 11.5 **A conditional Price Bid shall run the risk of rejection.**
- 11.6 Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid.
12. **BID PRICES AND PRICE BASIS:**
- 12.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding. Bidders shall give a breakdown of the prices in the manner and detail called for in the on-line Price Schedules.
- 12.2 The currency of the bid and currency of payment shall be in Indian Rupees until unless specified otherwise in the STC.
- 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 underground cables/pipelines. In the event of such damage including eventual loss of operation and operation of the plant or services in any plant or establishment as estimated by the employer or adjusted by third party shall be borne by the Contractor.
- 12.4 The rates/amount quoted in the Bill of Quantity (BOQ) shall be exclusive of all GST and all other taxes & duties as per GPC. The rate of GST and all other taxes & duties applicable



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shall be quoted separately in BOQ.XLS file as called for in the bid in the Bill of Quantities and in case RCM is applicable on any service same shall be specified in Attachment of Forms & Procedures (Section VII). However, levies, royalty, fees etc., if any, shall be included in the price as per GPC. 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/supplier 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 STC, 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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14. BID SECURITY / GUARANTEE / EARNEST MONEY:

14.1 The Bidder shall furnish, as part of his bid, Bid security declaration 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 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.

14.3 "The Bid Security Declaration in Original shall be submitted in a separate sealed envelope before the stipulated bid submission closing date and time. Any bid not accompanied by an acceptable Bid Security Declaration / Tender Fee in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened. If benefits to MSE's is applicable, MSE vendors are required to submit the Copy of valid NSIC registration Certificate and or Certificate issued by any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006 (applicable in case of a bidder who is an eligible Small Scale Industries (SSI) units seeking waiver for submission of Tender Fee / Bid Security) in Fee/EMD cover.

14.4 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.

14.5 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.

14.6 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.



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14.7 No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.

14.8 TENDER FEE

14.8.1 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 superscribed 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)."**

"NSIC/SSI/MSE units (Manufacturer) having valid registration under NSIC/SSI/MSE/UDYAM for the items mentioned in Bill of Quantity shall be exempted from Tender Fees & EMD up to the monetary limit for which unit is registered with NSIC/SSI, In accordance with the provisions of PPP-2012. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD."

14.8.2 The Tender Fee shall be in the form of a crossed Online transfer or Demand Draft or Pay order or Banker's Cheque in favor of RGPPPL payable at Chiplun for the amount specified in SCC.

14.8.3 **Any bid not accompanied by an acceptable Tender Fee/ Copy of valid NSIC registration certificate/other Certificate issued by any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.**

15. **WORK SCHEDULE:** The entire Work covered under the contract of this bid shall be completed within the time specified in the SCC and further elaborated in the Technical Specifications. The Work shall be performed in time and to achieve the targets, the Contractor shall have to plan adequate mobilization of all resources.

PART D - SUBMISSION OF BID

16. SEALING AND MARKING OF BID

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

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

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

- (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".



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

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

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

17. **BID SUBMISSION**

Bidders are requested to submit offer / proposal as under:

(A) TECHNICAL BID

(I) PHYSICAL DOCUMENTS

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

Bid Form 1: EMD form/Bid security declaration

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

- a) Authority to Sign the bid
- b) Electronic Fund Transfer (EFT) Form
- c) 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 RGPPPL GENERAL SAFETY OBLIGATION, GENERAL ENVIRONMENTAL OBLIGATIONS & SAFETY CONDITIONS TO BE FOLLOWED
- d) Acceptance of RGPPPL Fraud Prevention Policy
- e) Declaration On Banning Policy
- f) 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



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c) Attachment 4: Equipment/Machinery Deployment Schedule/ Technical details & data sheets, drawings, compliance to scope of work etc.

d) 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
8. Declaration on withholding and banning policy

Any other document asked for in the STC/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.



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- 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 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.

**C&M Department,
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.



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

23.2 **Arithmetical Correction**

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

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

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

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

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



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capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

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

PART F - AWARD OF CONTRACT/PO

24. **AWARD CRITERIA:** The Employer will award the Contract/PO 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/PO:**
- 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/PO 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)/PO 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. **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.
29. **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.rgpppl.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. In addition to the above, if the Bidder has committed a fraud such as to put his reliability or credibility into



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question, the Employer shall be entitled to exclude including blacklist and put the Bidder on holiday for any future tenders/contracts award process.

30. **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 GPC 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."

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

- 31.1 "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.
- 31.2 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.
- 31.3 For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
- 31.4 The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of bid submission.
- 31.5 The bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
- 31.6 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.
- 31.7 In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. RGPPL shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.
- 31.8 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.
- 31.9 In case of all materials identified by the Contractor and RGPPL to be dispatched directly from the sub-vendor's work to RGPPL's site, the contractor shall ensure that his sub-vendors (if allowed by RGPPL) raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to RGPPL's site. The contractor shall further ensure that he raises his corresponding Tax Invoices in the name of RGPPL during transit of the materials before the delivery of materials is taken by RGPPL.
- 31.10 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.
- 31.11 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.
- 31.12 RGPPL shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
- 31.13 Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both RGPPL and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns.
- 31.14 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.
- 31.15 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



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- amount which may be imposed on RGPPL due to such default.
- 31.16 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.
- 31.17 RGPPL shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- 31.18 Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- 31.19 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.
- 31.20 The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between RGPPL and the Bidder.
- 31.21 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.
- 31.22 However, during the currency of the contract, due to any new enactment of Law, any **tax and/or duty becomes payable by RGPPL in respect of the transaction between** RGPPL and the agency and it is actually paid by the Contractor to the concerned Government, then it shall be reimbursed by RGPPL at actual cost on production of the necessary valid documentary evidence.
- 31.23 As regard Income-Tax, Surcharge in Income-Tax and any other corporate Taxes as applicable, RGPPL shall not bear any tax liability in respect of the contract irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of such tax, if attracted, under the provision of the Indian laws, RGPPL shall deduct Income-Tax at source from all the payments to be made to the Contractor in accordance with the provisions of Indian Income-Tax law as applicable from time to time and deposit the same to the concerned Government authorities.
- 31.24 **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.
32. **Limitation of Liability:** Successful bidder's total liability shall be limited to award value only.

Laws Governing the Contract:

33. 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
34. These 'INSTRUCTIONS TO BIDDERS' & Special Conditions of Contract shall form an integral part of the contract. The contract besides shall also be exclusively governed to the extent applicable by the General Conditions of Contract for O&M of NTPC available at RGPPL website www.rgppl.com & its subsequent amendments. In case of any contradiction in the clauses of GPC & other tender documents, other tender documents shall prevail. (While referring the GPC, the name "M/s Ratnagiri Gas & Power Pvt. Ltd." shall be read and understood in place of "NTPC" / "M/s National Thermal Power Corporation").
35. The bidder shall comply with all the legal requirements and obtain all necessary licenses/permissions under various applicable Laws/Acts.
36. Bidders not confirming to these requirements may be rejected and no correspondence whatsoever thereof shall be entertained.
37. In case of any violation of statutory provision under labour laws/or otherwise on behalf of the Bidder there will not be any liability on RGPPL.
38. 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



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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 RGPPL indemnified in case any proceedings are taken or commenced by any authority against the RGPPL for any contravention of any of the laws, bye laws or scheme by the successful bidder. If as a result of successful contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the RGPPL is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the RGPPL shall be entitled to deduct the same from any money due or that may become due to the successful bidder under this contract or any other contract or otherwise recover from the successful bidder any sum which the RGPPL is required or called upon to pay or reimburse on behalf of the successful contractor.

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

40. **Anti-profiteering clause:** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from [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 RGPPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RGPPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by RGPPL.

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

- a) Name, address and GSTIN of the supplier.
- b) A consecutive serial number containing only alphabets and/or numerals, unique for a financial year.
- c) Date of its issue.
- d) Name, address and GSTIN/ Unique ID Number, if registered, of the recipient.
- e) Name and address of the recipient and the address of delivery, along with the name of State and its code, if such recipient is unregistered and where the taxable value of supply is fifty thousand rupees or more.
- f) HSN code of goods or Accounting Code of services.
- g) Description of goods or services.
- h) Quantity in case of goods and unit or Unique Quantity Code thereof.
- i) Total value of goods or services.
- j) Taxable value of goods or services taking into account discount or abatement, if any.
rate of tax (CGST, SGST or IGST) amount of tax charged in respect of taxable goods or services (CGST, SGST or IGST)
- k) Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce.
- 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. These tender documents together with all its attachments / enclosures thereto, shall be considered to be read, understood and accepted by the bidders.

44. **Tax Deduction at Source (TDS)-**

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

45. **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.



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46. **LOCAL TRANSPORTATION:** The supplier has to arrange their own transportation for materials and workers.
47. 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.
48. 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".**
49. **"Restrictions on procurement from a Bidder of a country which shares a land border with India":**
- A. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.
Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.
However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.
- B. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person 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;



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

50. Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.



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6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/ XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned



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official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) For any query regarding registration, please contact NIC appointed coordinator -

Shri. Shiv Kumar

Ph No# 8252584853 / 02359-241133

Email ID: 88shivkr@gmail.com



Enquiry No.: RGPPPL/C&M/Purchase/OT-74/201300105

Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPPL.

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	EFT 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	Proforma Bank Guarantee In Lieu Of Security Deposit
XXI	Proforma for Performance Bank Guarantee
XXII	List of Banks acceptable for Bank Guarantee
XXIII	Proforma of Bank Guarantee for advance
XXIV	General Purchase Conditions





Enquiry No.: RGPPL/C&M/Purchase/OT-74/201300105
Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.

Annexure-I

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

Ref.:.....

Dated:

To
RGPPPL
At & Post: RGPPL Anajnwel,
Taluka: Guhagar, Dist: Ratnagiri
Mahaarstra, 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 RGPPL 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, RGPPL 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.





Enquiry No.: RGPPL/C&M/Purchase/OT-74/201300105
Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.

Annexure-IA

General Declaration by Bidder

Bidder's Name and Address: To
RGPPPL
At & Post: RGPPL Anajnwel,
Taluka: Guhagar, Dist: Ratnagiri
*Mahaarstra, 415634***Dear Sirs,**

We hereby confirm that:

1. We have carefully read General Purchase Conditions, 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





Enquiry No.: RGPPPL/C&M/Purchase/OT-74/201300105
Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPPL.

Annexure-II

DECLARATION ON BANNING POLICY

To
AGM (C&M)
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.





Enquiry No.: RGPPL/C&M/Purchase/OT-74/201300105
Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.

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).....





Enquiry No.: RGPPL/C&M/Purchase/OT-74/201300105
Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.

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. Guhaghar, Dist. Ratnagiri-415634,
Maharashtra, India
Phone: 02359 – 241 134, 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.....





Enquiry No.: RGPPL/C&M/Purchase/OT-74/201300105
Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.

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).....





Enquiry No.: RGPPL/C&M/Purchase/OT-74/201300105

Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.

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
		Financial Year (.....)				

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





Enquiry No.: RGPPL/C&M/Purchase/OT-74/201300105

Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.

		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.	





Enquiry No.: RGPPPL/C&M/Purchase/OT-74/201300105
Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPPL.

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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Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPPL.

Annexure- VIII

EFT Format

To be submitted in Duplicate

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET(For RTGS Facility)											
To Ratnagiri Gas & Power Pvt Limited, At/PO Anjanwel, Guhagar Taluka, Dist Ratnagiri, Maharashtra State, India, PIN 415703											
Dear Sir,											
Sub: Authorization for release of payment due from Ratnagiri Gas & Power Pvt Ltd, henceforth through Electronic fund transfer RTGS.											
(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)											
1.	Name of the Party										
2.	Address of the Party										
City: _____ Pin Code: _____ Ph No: _____ Fax No: _____ E-mail Id: _____ Permanent Account Number: _____											
3.	Particulars of Bank										
Bank Name				Branch Name							
Branch Place				Branch City							
Pin Code				Branch Code							
MICR No											
(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)											
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											
4. Date from which the mandate should be effective :											
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.											
Place :											
Signature of the Party/Authorized Signatory (With name/stamp/seal)											
Certificated that particulars furnished above are correct as per our records.											
Bank's Stamp: Date:											
N.B : 1)RTGS facilities Centre: 2)RTGS chargers if any, is to be borne by the party.											
(Signature of the Authorized Official from the Banks) Authentication no & bank seal/stamp											





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Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.

Annexure- IX

AGREED TERMS & CONDITIONS

To,

M/s RGPPL

Enquiry No:

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

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

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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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:





Enquiry No.: RGPPPL/C&M/Purchase/OT-74/201300105
Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPPL.

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.





Enquiry No.: RGPPL/C&M/Purchase/OT-74/201300105
Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL.

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:





Enquiry No.: RGPPPL/C&M/Purchase/OT-74/201300105
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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	





Enquiry No.: RGPPL/C&M/Purchase/OT-74/201300105
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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





Enquiry No.: RGPPPL/C&M/Purchase/OT-74/201300105

Sub: Procurement of Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPPL.

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





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Annexure-XVIII

SAFETY CONDITIONS TO BE FOLLOWED BY AGENCIES

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 RGPPL Engineer-in-charge shall be provided by the Contractor. The quality of the personal protective equipment's shall be as prescribed in concerned Indian Standards. In case, the Indian standards do not exist for a particular personal protective equipment, the approval of quality shall be obtained from Engineer-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: -
- 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.
 - 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.
 - To conduct investigations into fraudulent activities.
 - 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: -

- Forgery or alteration of any document or account belonging to the Company.
 - Forgery or alteration of cheque, bank draft or any other financial instrument etc.
 - Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
 - 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.
 - Utilizing Company funds for personal purposes.
 - Authorizing or receiving payments for goods not supplied or services not rendered.
 - 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.
 - Any other act that falls under the gamut of fraudulent activity.
- 5.0 REPORTING OF FRAUD:**
- 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 communicated to the Nodal Officer. The reporting of the fraud normally should be in





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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 IN LIEU OF SECURITY DEPOSIT

To,
Ratnagiri Gas and Power Private Limited,
At & Post: Anjanvel,
Taluka: Guhagar,
Dist.: Ratnagiri – 415703
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 notwithstanding the fact, that the same is enforced after the expiry of the said period.





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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 **ten percent (10%) 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-XXI

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(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* 10% 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 liability of the bank under this guarantee from time to time to extend the





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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 ten percent (10%) 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-XXII

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-XXIII

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.....
To Date.....

Ratnagiri Gas and Power Private Limited (RGPPPL)
At & Post Anjanwel, Tal-Guhagar
Dist.: Ratnagiri
Maharashtra-415634

Dear sirs,

In the consideration of the RGPPL (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.
- iii. Validity of PBG shall be 90 days after the contract period/DLP or Guarantee/Warranty Period or as specified in Special term & condition.





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Annexure-XXIV

General Purchase Conditions (GPC)

- 1. Definitions:**
 - a. Owner / Employer / Buyer:** Ratnagiri Gas And Power Private Limited. (hereinafter referred to as RGPPPL) which intends to purchase the goods as specified in subject.
 - b. Goods / Stores / Material:** Subject material of the tender / purchase order
 - c. Bidder:** Company or individual firm or corporation, whether incorporated or otherwise, which has been specifically considered for issue of limited purchase enquiry or which is eligible to participate in the tender floated by RGPPPL; AND which submit their bid in response to the enquiry / tender.
 - d. Seller / Supplier / vendor:** Bidder on whom buyer places the purchase order
- 2. Language:** All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.
If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as above, the English translation of such document, correspondence or communications shall prevail in matters of interpretation.
- 3. Headings:** The headings and marginal notes in the General Purchase Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 4. Amendment:** No amendment or other variation of the Contract (Purchase Order/Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order/Service Order, and is signed by a duly authorized representative of Employer and accepted by the Supplier.
- 5. Validity of documents submitted by vendor in support of tender terms & conditions:** Any license / certificate submitted by vendor shall be valid for entire period of contract or any extension thereof. However, in case the validity period of license/certificate is less than bid validity period, the vendor shall be required to submit the extension of the validity period of license/certificate before opening of price bids, failing which the bid shall be rejected.
- 6. Repeat Order:** Repeat orders may be placed on the same party on the same rates, terms and conditions as stipulated in the original orders upto 50% value of the original order. The date of repeat order will not be more than three months after the completion of the original order. Repeat order shall not be placed more than once.
- 7. Special Terms & Conditions of enquiry / tender / purchase order will supersede any other conditions.**
- 8. Any enquiry / tender must not be treated as Purchase order. Issue of enquiry does not confirm eligibility, which shall only be ascertained by buyer based on documents submitted by the bidder.**
- 9. RGPPPL expects the offer directly from the bidder specifically considered for issue of purchase enquiry. However, offers submitted through their authorized dealer / stockiest / distributor / channel partner or sister concern will also be accepted; provided a separate letter / communication, specific to enquiry / tender informing the same is received by buyer prior to last date & time of submission of bids.**
- 10. In case of any change in name (pursuant to merger / acquisition etc.), address, any contact details; copies of documents in support of the same must be submitted prior to last date & time of submission of bids.**
- 11. Rejection of late bids:** The time of receipt of bids is latest by 15:00 Hrs. (3 PM) on the due date. Any tender received after the due date & time (late bid) shall not be considered.
- 12. Tender fee & Earnest Money Deposit (EMD):** If applicable, Details of tender fee and EMD, along with mode / form of submitting the same, will be specified in the enquiry / tender. The bidder must ensure that the requirement of tender fee & EMD is complied with and the same are submitted in separate envelope.
- 13. Refund of EMD:** Procedure of refund of EMD shall be as specified at time specified in the enquiry / tender. Generally, EMD of unsuccessful bidders shall be refunded upon award of order and EMD of successful bidder shall be converted to initial SD/Performance Bank Guarantee (PBG) which will be refunded upon submission of PBG of required value or as specified in tender.
- 14. Details of benefits available to MSME vendors shall be as specified in enquiry / tender. Generally, Micro & Small Category bidders shall be exempt from payment of tender fee & EMD, provided they are manufacturer of the tendered item and their registration declares as such. Unless otherwise specified in the enquiry / tender, no other benefit is available to such bidders.**
- 15. Bidder must submit their quote in accordance with Bill of Quantities, drawing/s, specifications in the enquiry / tender. Quotation submitted by the bidders shall be deemed as their acknowledgement that the bidder has fully understood the details thereof.**
- 16. All the data-sheets, drawings issued with enquiry / tender shall be property of RGPPPL and the same to be treated as such.**
- 17. Bids must be submitted in the RGPPPL format only. All details shall be typed in or written legibly without any ambiguity and free from corrections & deletions. If required, bidder may submit the additional details on their letterhead.**





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18. Each Page of the offer must be signed by authorised signatory and sealed with common seal of the bidder. RGPPPL may seek power of attorney (POA) or other form of proof of authorisation at their discretion.
19. **Validity:** Bidder is required to keep their offer valid for a period as mentioned in tender enquiry/document from the date of opening of offer. Bids with lesser validity period are liable to be rejected. To avoid such scenario, bidders are strictly advised to keep their bids valid for a period of 90 days from date of opening of bids.
20. Relevant documents like technical literature, brochure, catalogues, drawings, technical data sheet of the goods offered to be submitted along with offer.
21. In support of their quoted rates, bidder is required to submit copies of recently executed "priced" purchase orders issued by Government Organisations/ departments, PSU's, SEB's or other reputed companies for every item in their offer.
22. Copy of bidder's GST certificate, PAN card and bank mandate for e-payment (duly countersigned by bank) / cancelled cheque must be submitted with offer.
23. HSN code of each item quoted must be clearly mentioned in the space provided in BOQ.
24. **Fraud Prevention policy:** RGPPPL's fraud prevention policy is uploaded on website www.rgpppl.com. Bidder must submit declaration of acceptance of the policy in the format provided in enquiry / tender.
25. **Banning policy:** RGPPPL's banning policy is uploaded on website www.rgpppl.com. Bidder must submit declaration of acceptance of the policy in the format provided in enquiry / tender.
26. **"Restrictions on procurement from a Bidder of a country which shares a land border with India":**
 - a. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.
Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.
However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.
 - b. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
 - c. Bidders from a country which shares a land border with India" mentioned in para A above means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose *beneficial owner* is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - d. The beneficial owner for the purpose of clause "C" above will be as under:
 1. 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-
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
 - b. "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 shareholder's agreements or voting agreements;
 2. 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;
 3. 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;
 4. 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;





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5. In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- e. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- f. Bidders shall certify their compliance to the Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India" by submitting the filled Annexure in the tender document.
- g. All other terms & conditions (including the above mentioned) shall be governed by the circular issued from Department of Expenditure (DoE), Ministry of Finance, OM ref no. F.No. 6/18/2019-PPD dated 23.07.2020. The same can also be downloaded from www.rgppl.com
- 27.** RGPPPL reserves the right to cancel the tender, accept or reject any or all offers, place order in part or full and also place order on more than one agency at L-1 rates at its sole discretion, without assigning any reasons thereof, without incurring any liability to any of the bidder.
- 28.** Generally, orders are placed on lowest evaluated rate received against individual item unless otherwise mentioned explicitly elsewhere in the enquiry / tender.
- 29.** Prices offered must be FIRM till the execution of order. No increase whatsoever will be considered unless otherwise it is specifically brought out elsewhere in the purchase enquiry / order.
- 30. Submission of samples:** If required, free sample of the goods quoted should be submitted by the seller at its own cost on pre-paid basis along with bid. A bid not accompanied by sample as required in enquiry / tender is liable to be rejected. Bidder to arrange collection of sample from RGPPPL premises or shall agree to return of sample on to-pay basis.
- 31. Payment terms:**
- a. RGPPPL's standard term of payment is 30-day interest free credit after receipt & acceptance of material. In case the bidder does not agree to RGPPPL's standard term, they may propose a term agreeable to them.
- b. Bidder should indicate additional price implication to withdraw the condition.
- 32. GST:** RGPPPL shall pay GST extra at the prevailing rate. All invoicing should be as per GST act only.
- 33. Anti-Profitteering Clause:** As per Clause 171 of GST act, it is mandatory to pass on benefit due to reduction in the rate of tax on account of input tax credit to the consumer by the way of commensurate reduction in prices. The bidder must ensure the same, while submitting the quote. RGPPPL may ask the vendor to provide declaration to this effect at its discretion.
- 34. Bid opening:**
- a. In case of single stage single envelope bidding, both technical & price bids shall be opened simultaneously on the bid due date at time specified.
- b. In case of single stage two envelope bidding, only technical bid shall be opened on the bid due date at specified time. Price bids of qualified bidders shall be opened separately and the details of the same shall be notified to the qualified bidders.
- c. Bidder's representative can witness opening of tender, if they choose to do so. However, they must carry letter of authority for attending bid opening duly signed & stamped by the authorised signatory as well as proper identification.
- d. Price bids of unqualified bidders shall be returned subsequent to price bid opening.
- 35. Evaluation Procedure:**
- a. Bidder should preferably quote unit rate on FOR site basis i.e. inclusive of all applicable charges like P&F, freight, insurance, testing etc. (excluding GST)
- b. Alternatively, bidder must indicate such charges against each item in the space provided in BOQ. Bidder to ensure that the charges mentioned shall be sufficient for execution of each single item.
- c. In case such details are not provided, it shall be presumed that these charges are inclusive in unit rate
- d. In case price basis is mentioned as Ex-Works and various charges are not defined, loading shall be done as per following criteria on account of various additional implications. Bidder shall note that the percentage indicated below shall be limiting in case order is placed on them.
- Packing & Forwarding (P&F): 2%
 - Freight:
 - Within 300 kms: 2%
 - 300 kms to 500 kms: 3%
 - 500 kms to 1000 kms: 4%
 - Above 1000 kms: 5%
 - Insurance: 0.15%
 - Payment terms: In case, bidder opts payment terms other than RGPPPL's standard terms, and also fails to indicate price implication to withdraw the condition, loading on account of interest shall be made as decided by the management on per month basis for the portion of payment not in line with standard terms. Present rate is 8.5% per annum for the applicable period + 1 month





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- e. Arithmetical errors will be rectified on following basis:
- In the event of discrepancy between description in words and figures quoted by the tenderer, description in words shall prevail.
 - If the event of discrepancy in unit rate & the amount column, the unit rate shall prevail and will be regarded as firm.
 - If the tenderer does not accept the above correction of error, their bid will be rejected and EMD may be forfeited.
- f. In case GST is not specified, same shall be presumed to inclusive in unit rate.
- 36. Reference:** The number of Purchase Order must appear on all correspondence, drawings, Invoice, Packing & shipping Documents & on all documents or papers connected with Purchase Order.
- 37. Specifications & Drawing:** Any information, details etc. called for in the specification & not shown in the drawing and vice-versa shall have the same effect & meaning as if called for as shown both in the specifications & Drawings. In case conflict between specifications & drawings the decision of the purchaser or his duly authorized representative shall be final & binding.
- 38. Price Basis:** Price mentioned in the Purchase Order shall be firm & not subject to escalation till the execution of the complete order & its subsequent amendments accepted by the vendor even though the completion / execution of the order may take longer time than the delivery period specified & accepted in the Purchase Order.
- 39. Taxes, Levies & Duties:** Tax invoice should be as per GST format. Payment shall be subject to deduction of TDS as per prevailing rules of GST act.
- i. "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.
 - ii. 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.
 - iv. For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
 - v. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.
 - vi. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
 - vii. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.
 - viii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Employer shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.
 - ix. 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.
 - x. In case of all materials identified by the Supplier and Employer to be dispatched directly from the sub-vendor's work to Employer's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Employer's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Employer during transit of the materials before the delivery of materials is taken by Employer.
 - xi. 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.
 - xii. Notwithstanding anything to contrary contained in the Purchase Order/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.
 - xiii. Employer shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
 - xiv. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both NTPC and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.
 - xv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
 - xvi. The Supplier 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, Supplier shall be liable to pay the amount which may be imposed on RGPPPL due to such default.
 - xvii. Supplier 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.
 - xviii. The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.



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- xix. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- xx. 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 Supplier in connection with performance of the Order/Contract, an equitable adjustment shall be made to take into account any such change.
- xxi. 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 the Employer and the Bidder.
- 40. Road permit:** Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.
- 41. Inspection/ Checking Testing:** Generally, material shall be inspected after receipt of the same at RGPPL stores / warehouse, unless otherwise specified in the purchase order. However, inspection shall be subject to the following: -
All materials / equipments manufactured by the vendor himself & / OR his sub-vendor against the Purchase Order shall be subjected to inspection, check &/OR test by the Purchaser or his authorized representative at all stages & places, before, during & /OR his authorized representative. Vendor shall notify the Purchaser at least 10 days in advance when the material / equipment is ready for inspection. If upon delivery the material / equipment does not meet the specifications, the materials / equipment shall be rejected & returned to the vendor for repair / modification etc. or for replacement, in such cases all expenses including to & fro freight, Repacking charges etc. shall be to the account of the vendor.
Inspection by the purchaser &/OR his authorized representative or failure by the purchaser & /OR his authorized representative to inspect the material / equipment shall not relieve the vendor of any responsibility or liability under the Purchase Order in respect of such material / equipment not be interpreted in any way to imply acceptance thereof by the Owner.
Whenever specifically asked for by the Owner & / OR his duly authorized representative. The vendor shall arrange for inspection / testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspection, etc. In such cases vendor shall adhere to the inspection / testing procedure laid down by such agencies. All expenses including inspection fees shall be to the vendors' accounts unless agreed to the contrary & specified in the Purchase Order.
- 42. Access to Vendors Premises:** The owner & / OR his Authorized representative shall be provided access to vendors & / OR his sub- vendors premises, at any time during the pendency of order for expediting inspection checking etc. of working.
- 43. Removal of Rejected Goods & Replacement:** If upon delivery, whether inspected & approved earlier or otherwise, the material / equipment is not in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorize representative & notification to this effect will be issued to the vendor normally within 30 days from the date of Receipt of the material at the works / site /office.
The vendor shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the vendor fails to lift the materials within the 15 days the Owner shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the vendor.
- 44. Terms of Payment:** The payment will be made by the Owner to the vendor on accordance with the terms & condition specified in the Purchase Order. All payments shall normally be made from the office of the purchaser situated at RGPPL, At-Post: Anjanwel, Tal: Guhagar, Dist: Ratnagiri, PIN: 415634
- 45. Warranty / Guarantee:** The standard guarantee / warranty period shall be 12 months from the date of commissioning / first use or 18 months from date supply unless otherwise details are specified in technical specifications. Certificate of the same needs to be submitted along with other documents at the time of supply.
- 46. Performance Bank Guarantee (PBG):** The details of PBG, its value, validity period shall be as specified in purchase order. The format of PBG as provided by RGPPL shall be strictly adhered to, without any changes / additions.
- 47. Additions / Alterations / Modifications:** The owner reserves the right to make additions / modifications to quantity of the items in the Purchase Order. The vendor shall supply such quantities also at the same rate as originally agreed to & incorporated in the Purchase Order. If, however the additional work is at variance in design, size & specifications & not already covered by the Purchase Order or the amendments therein, the rates for such additional work shall be negotiated & mutually agreed.
- 48. Delivery Schedule:** The time is the essence of purchase order & no variation shall be permitted in the delivery time / delivery scheduled mentioned in the Order. Delivery of the equipment / material described shall be deemed to constitute acceptance of the order & Terms & Conditions by the vendor at the price specified.
- 49. Liquidated Damages for Delay in Delivery:**





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1. In case of any delay in the execution of the Order beyond the stipulated date of delivery/ delivery schedule including any extension permitted in writing the Owner reserves right to recover from the vendor a sum equivalent to 0.5% of the value of the delayed materials / equipments for each week of delay & part thereof subject to maximum of 5% of the total value of the Order.
 2. Alternatively, the purchaser reserves the right to purchase the materials / Equipment from elsewhere at the sole risk & cost of the vendor & recover all such extra cost incurred by the purchaser in procuring the mentioned above procedure.
 3. Alternatively, the purchaser may cancel the Order completely or partly without Prejudice to his right under the alternative mentioned above.
 4. In event of recourse to alternative 49.2 & 49.3 above the Owner will have the Right to repurchase the stores which are readily available to meet the urgency in requirement caused by vendor's failure to comply with the schedule delivery irrespective of the fact whether the materials/equipment's are similar or not.
- 50. Dispatch:** Material Shall be dispatch at consignee location and before forwarding the materials, information must be sent through email to the consignee.
- 51.** In case of short/excess supplies consignee/receipt section in charge may authorize acceptance up to a limit of +/-5 % of total ordered quantity or Rs.25000/- in value, whichever is lower.
- 52. Source of Supply:** The vendor shall ensure that the indigenous capacity is utilized to fullest extent possible in execution of the Order. Where the imports are unavoidable all such items shall be imported by the vendor in good time against his own import license without effecting the contractual delivery schedule. Supplier must ensure that prevailing rules, regulations & prohibitions as directed by Government of India are abided by. RGPPPL do not support any procurement activity in contravention to such Government rules. In case of any violation by vendor, it shall be their own responsibility.
- 53. Patents:** All royalties and fees for patents covering material/equipment/ software or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.
The Supplier shall hold harmless and indemnify the Employer from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design or any work in accordance with the specifications and plans furnished or recommended by the Contractor.
The Supplier shall promptly notify the Employer in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Employer of any information, recommendation or specifications, services rendered by the Contractor.
The Supplier, in such case, shall furnish at its own cost make and furnish to the Employer alternative specifications or recommendations to avoid the same and without putting the Employer to any additional cost.
- 54. Indemnification:** The Supplier shall, at its own expense, defend and indemnify the Employer against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.
The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Employer shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses and court and legal fees.
The Employer will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim.
Final payment to the Supplier by the Employer will not be made while any such suit or claim remains unsettled.
- 55. Force Majeure:** Vendor shall not be considered in default if delay in the delivery occurs due to Causes beyond his control such as acts of God, Natural calamities, civil wars, Strikes, fire, frost, floods, riot, & acts of unsuppressed power. Only those causes Which have duration of more than 7 days shall be considered cause of force / Calendar majeure. A notification to this effect duly certified by local chamber of commerce / statutory authorized shall be given by the vendor to the Owner by registered latter. In the event of delay due to such causes the delivery schedule will be extended for length of time equal to the period of force majeure or at the option of the Owner. The order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Owner. In the event of such cancellation the vendor shall refund any amount advanced or paid to the vendor by the Purchaser & deliver back any materials issued to him by the Purchaser & release facilities if any provided by the purchaser.
- 56. Cancellation:** The Owner reserves the right to cancel the Order in the part or full by giving one-week advance notice thereby if:
- a) The vendor fails to comply with any of the terms of the order.
 - b) The vendor becomes bankrupt or goes into liquidation.
 - c) The vendor makes general assignment for benefit of the creditors &
 - d) Any Receiver is appointed for the property owned by the vendor.





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- 57. Waiver:** Any waiver by the owner of any breach of the terms & conditions of order shall not constitute any subsequent breach of the waiver of any other right or conditions.
- 58. Compliance of Regulations:** The vendor shall warrant that all goods & / OR services covered by Purchase Order shall have been produced, sold, Dispatched, delivered, tested & commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act.1951 & any amendments there under, labour agreements, working conditions & technical codes & requirement as applicable from time to time.
The vendor should execute & deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws rules & regulations required to be reference. Any liability arising out of contravention of any of the laws on executing the order shall be the sole responsibility of the vendor & the owner shall not be responsible in any manner whatsoever.
- 59. Sub – Letting & Assignment:** The vendor shall not sub- let transfer or assign any part of the Purchase Order. Without the prior written consent of the purchaser. Such assignments or subletting or transfer shall not relive the vendor from any obligation duty & responsibility under his Purchase Order. Any assignment transfer or subletting without the prior written approval of the owner shall be void. The purchaser shall have the right to cancel the order & to purchase the goods from elsewhere & the supplier shall be liable to the purchaser for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase & the vendor shall indemnify such loss or damage to the owner.
- 60. Vendors Drawing & Data:** All Drawings, Data & documentation in respect of the ordered items are integral part of the Purchase Order. The vendor will furnish all such Drawing, Data, & Documentations to the Purchaser. The schedule for submission of these documents by the vendor & the required number of copies shall be specified by Purchaser, the vendor shall ensure strict compliance to this schedule.
- 61. Information provided by the purchaser:** All drawings, Data & documentation that are given to the vendor by the purchaser for execution of the Order shall be the property of the purchaser & shall be returned by the vendor on demand by the Purchaser. The vendor shall not make use of any of the documents for any purpose at any time except for the purpose of executing the Order to any person, firm, body, corporate &/OR authority & shall use all endeavors to ensure that above information is kept confidential. All such information shall also remain the absolute property of the Purchaser.
- 62. Spare Parts, Oils & Lubricants:** Wherever applicable the vendor shall furnish item wise price list of spares parts required for two years' operations of the equipment ordered. The vendor shall also provide necessary instructions & drawings to identify the spare part numbers & their location as an interchangeability chart. The vendor shall recommend the quality of oils & lubricants required to be used in the operations of the equipments supplied under the order for a continuous operation for a period of at least one year.
- 63. Vendors Liability:** Vendor hereby accepts full responsibility & indemnifies the purchaser & shall hold the purchaser harmless from all acts of omissions & commissions on the part of the vendor, his agents, his subcontractors & employees in execution of the Order. The vendor also agrees to defend & hereby undertakes to indemnify the purchaser & also hold him harmless from any & all claims for injury to or death of any & all persons including but not limited to employees & for damages to the property arising out of or in connection with the performance of the under the purchase order.
- 64. Purchasers Materials:**
- In case the purchaser has to supply free issue Materials under the purchase Order the same shall be issued to the vendor only when the vendor submits a bank Guarantee indemnity bond for the full value thereof strictly in the manner & as per the proforma of the Bank Guarantee indemnity bond approved by the purchaser.
 - Wherever possible such free issue Materials shall be consigned to the Vendors sidings. In case vendor does not have any siding or for any nay reasons materials cannot be consigned to his siding the same shall be consigned to the public siding / Goods Depots. to be the specifically confirmed by the vendor. The loading / unloading & any further handling of such materials for the siding / destination shall be arranged by the vendor at his own cost & responsibility.
 - The vendor shall give a firm list of free issued Materials & the schedule of their delivery strictly in accordance with the subsequence of fabrications vis-à-vis the delivery schedule.
 - Unused material or scrap from free issue Materials supplied by the purchaser Shall be returned to the purchaser or if the purchaser so directs, the vendor may dispose off same by sale or otherwise on such terms & conditions as the purchaser may stipulate & the vendor shall pay the purchaser the sale proceeds of such sale of the materials deducting there from expenses incurred by him on such sale, (the quantum of such deduction to be mutually agreed upon in advance between the purchaser & the vendor) by means of D.D. in favor of RGPPPL.
- 65. Packing & Marking:** All goods shall be securely packed in cases, bundles, creates etc. for Rail/Road/Sea transport. All Exposed services / connections, protrusions shall be properly protected. All unexposed parts shall be packed with due care & the packages should bear the words handle with Care. The packing of the goods to be transported by the Rail-Road shall be as per the conditions laid down by the appropriate authorities & vendor shall obtain clean Railway / goods receipts without any qualifying remarks.





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All goods packages & unpacked material shall be marked on at least two places indicating the name of the purchaser / Consignee. Purchase Order No., Gross & net weight & dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged with such bundles.

All goods should be dispatched as per the relevant terms of the purchase order. In case any mode of transports has to be restored to another than that mentioned in the purchase order the same shall be done only after obtaining prior approval in writing from the purchaser. All movement sectioned, loading permission etc. from the railway authorities shall be obtain by the vendor. The vendor shall communicate the relevant dispatch particulars immediately on dispatch by Telex / Telegram / Fax to the consignee as specified in the purchase order.

The vendor shall also forward original & copy of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch failing which the vendor shall be responsible for any delay in payment of consignment for want of documents & consequent demurrage, detention charges etc.

- 66. Sale Conditions:** With the vendor's acceptance of provisions of purchase order, he waives & considers as cancelled any of the general / special sales conditions.
- 67. Mode of Dispatch:** In case of advance payment or payment through bank, vendor shall dispatch the materials as per schedule mode of dispatch and through approved transporter indicated in the purchase order and any violation to this effect without taking prior written approval from the purchaser is not permissible.
- 68. Demurrage / Wharfage:** In case where documents are negotiated through Bank, any consequential charges e.g. demurrage / wharfage charges, due to late retirement of documents on account of (i) violation of the inspection clause ,(ii) material dispatched after expiry of delivery period without obtaining approval in advance for extension of delivery period (iii) dispatch of materials not as per schedule mode of dispatch / approved transporter as per P.O. (iv) late receipt of invoice or due to violation of any other clause / clauses of the purchase order will be to the vendors account. Supplier would also be responsible for all such payment due to late receipt of RR / LR and other documents.
- 69. Acceptance:** The vendor shall return duplicate copy of the purchase order and the other enclosed documents duly signed as a token of acceptance, within 15 days from the date of receipt of order. In case acceptance copy is not received within 15 days of receipt of PO, the same shall be deemed to accepted by the vendor in totality.
- 70. Arbitration:** All questions, disputes or differences of any kind of whatsoever arising out of or relating to the purchase order / contract shall be referred by the parties to the contract for decision to a sole arbitrator who shall be the Managing Director of RGPPPL or any officer of RGPPPL nominated by the said Managing Director in that behalf. In the event of such an arbitrator to whom the matter is originally, referred, is transferred or vacates his office by resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the Managing Director shall appoint another person to act as an Arbitrator in his place in accordance with the terms of the contract. Such person shall be entitled to proceed from the stage at which it was left by his predecessor. There shall be no objection to any such appointment that the arbitrator appointed is an officer of the company or that he had to deal with the matter to which the contract relates or that in the course of his duty as such officer he had expressed views on all or any of the matters in disputes or difference. No person other than Managing Director or his nominee can act as an arbitrator. The venue of Arbitration shall be RGPPPL only. The award of the arbitrator shall be final and binding on the parties to the agreement. Subject to the above, the provisions of Arbitration & Conciliation Act, 1996 and all the rules there under and such other similar enactments for the time being in force and all the statutory modifications thereof shall govern such arbitration proceedings.
- 71. Limitation of Liability:** Except in cases of criminal negligence or willful misconduct,
(a) Neither Party shall be liable to the other Party, whether in purchase order, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the purchase order, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Employer and

(b) The aggregate liability of the either party to the other party, whether under the purchase order, in tort or otherwise, shall not exceed the total PO Price, provided that this limitation shall not apply to any obligation of the Supplier to indemnify the Employer with respect to patent infringement.

Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the supplier shall not exceed the Total Contract Price, less payments already released to the supplier, if any.

72. Settlement of Disputes

- 72.1 Mutual Consultation:** If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion





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and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute may be settled through Expert Settlement Council / Arbitration / other remedies available under the applicable laws.

72.2 Resolution of Dispute through Expert Settlement Council: If the parties fail to resolve such a dispute or difference by mutual consultation, the dispute if the parties agree, may be referred to Conciliation in cases involving disputed amount up to Rs 250 crores, which is to be arrived at considering the claim and counter claim of the parties to the dispute.

72.2.1 Invitation for Conciliation

- i. A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation within a period of 30 days from the date of raising of the dispute in case of failure to resolve the same through mutual consultation. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- ii. Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 30 days from the date of the invitation to conciliate. If the other party rejects the invitation or disputed amount exceeds Rs 250 crores, there will be no Conciliation proceedings. There shall be no Conciliation where claim amount is only up to Rs 5 lakhs.
- iii. If the party initiating Conciliation does not receive a reply within thirty days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

72.2.2 Conciliation

- (i) Where Invitation for Conciliation has been furnished under GPC sub clause 68.2.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by MD, RGPPPL.
- (ii) ESC will be formed from experts comprising of three members from the panel of conciliators maintained by RGPP. However, there will be single member ESC for disputes involving claim and counter claim (if any) up to Rs. 1 crore. MD will have authority to reconstitute an ESC to fill any vacancy.
- (iii) The eligible persons for consideration for empanelment in the panel of conciliators shall be amongst Retired Civil Servants of Govt. of India not below the rank of Joint Secretary, Retired Judges, Retired Executive directors/Directors/ Chairman of any Maharatna / Navratna company in India other than RGPPPL, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India other than RGPPPL and Independent experts in their respective fields preferably registered with the Indian Council of Arbitration or Delhi International Arbitration Centre or Federation of Indian Chambers of Commerce and Industry or SCOPE Arbitration Forum.

72.2.3 Proceedings before ESC

- (i) The claimant shall submit its statement of claims along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 30 days of the issue of the appointment letter. The respondent shall file its reply and counter claim (if any) within 30 days of the receipt of the statement of claims. Parties may file their rejoinder/additional documents, if any in support of their claim/counterclaim within next 15 days. No documents shall be allowed thereafter, except with the permission of ESC.
- (ii) The parties shall file their claim and counterclaim in the following format
 - a. Chronology of the dispute
 - b. Brief of the contract
 - c. Brief history of the dispute
 - d. Issues

Sl. No.	Description of Claims/ Counter claims	Amount (in foreign currency/INR)	Relevant Contract Clause

- e. Details of Claim(s)/Counter Claim(s)
- f. Basis/Ground of claim(s)/counter claim(s) along with relevant clause of contract.

Statement of claims shall be restricted to maximum limit of 20 pages.





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- (iii) In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members.
- (iv) The parties shall be represented by them in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of RGPPPL who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.
- (v) ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days of its first meeting. ESC will give its recommendations to both the parties recommending possible terms of settlement. MD, RGPPPL may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons.
- (vi) Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.

72.2.4 Fees & Facilities to the Members of the ESC

The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc. shall be as provided herein below:

Sl	Fees/ Facility	Entitlement
1	Fees	As paid to RGPPPL Independent Directors [Presently Rs. 20,000 per meeting]. In addition, each conciliator to be paid Rs. 10,000 for attending meeting to authenticate the settlement agreement - max. Of Rs. 2, 10,000 per case per Conciliator.
2	Secretarial expenses	Rs. 10,000 lump sum (to 1 member only).
3	Transportation in the city of the meeting	Car as per entitlement or Rs. 2,000 per day
4	Venue for meeting	RGPPPL/NTPC conference rooms
Facilities to be provided to the out -stationed member		
5	Travel from the city of residence to the city of meeting	As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.
6	Transport to and fro airport/ railway station in the city of residence	Car as per entitlement or Rs. 3,000
7	Stay for out stationed	As per entitlement of Independent Directors.
8	Transport in the city of	Car as per entitlement or Rs. 2000 per day

Aforesaid fees is subject to revision by RGPPPL from time to time and subject to government guidelines on austerity measures, if any. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.

72.2.5 If decision of RGPPPL is acceptable to the contractor, a Settlement Agreement under section 73 of the Arbitration and Conciliation Act 1996 will be signed within 15 days of contractor's acceptance





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and same shall be authenticated by all the ESC members. Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.

72.2.6 The parties shall keep confidential all matters relating to the Conciliation proceedings. Parties shall not rely upon them as evidence in arbitration proceedings or court proceedings.

73. Jurisdiction: Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Ratnagiri (Maharashtra) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.





RATNAGIRI GAS AND POWER PRIVATE LTD.

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



NIT NO: RGPPL/C&M/PURCHASE/OT-74/201300105

EMS 712337

PAN No. AADCR1375F

CIN No. U4010SDL2005PTC138458

GST No. 27AADCR1375F1ZG

2. General Terms & Conditions

(SEC-D)

Subject - MS pipeline as per ASTM A 106 Gr B for fire fighting system for oil shed & WH-3

Date : 09-03-2021

Name of Company/Firm with complete address on which order is to be placed 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)
Delivery Period :	120 days from the date of PO /Intimation.
Payment Terms :	100 % WITHIN 30 DAYS OF RECEIPT AND ACCEPTANCE OF MATERIAL
DLP Terms / DLP Desc :	Guarantee/Warranty - 18 months from the date of supply or 12 months from the date of use whichever is earlier.
LD & LD Details :	As per GPC
Material Inspection :	PDI SHALL BE DONE
Terms and Conditions :	<ol style="list-style-type: none"> 1. Material test certificate shall be either from manufacturer or NABL approved lab. 2. Pre-dispatch inspection: PDI shall be done on the basis of approved QP. Reference QP is attached with tender document. 3. Agency shall submit QP for approval of RGPPPL within 20 days of issue of PO. 4. Agency shall give minimum 15 days advance intimation for carrying out PDI of the ordered material. 5. All the documents mentioned in QP and technical specification shall be submitted along with supply. 6. Variation of Quantity Limit: +/- 5% shall be applicable.
Compliance certificate Required :	Test Certificate ,MTC .
Others (Please Specify) :	

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

Vendor's stamp & Signature

RGPPPL SITE Post RGPPPL Anjanwel, Taluka Guhagar Ratnagiri-415634 Maharashtra

Email ID: gautam.kumar@site.rgppl.com

Tel - +91-2359 - 241104,241134,241133,241012



RATNAGIRI GAS AND POWER PRIVATE LTD.

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



NIT NO: RGPPL/C&M/PURCHASE/OT-74/201300105

EMS 712337

PAN No. AADCR1375F

CIN No. U4010SDL2005PTC138458

GST No. 27AADCR1375F1ZG

4. Special Terms & Condition

(SEC- D)

Subject - MS pipeline as per ASTM A 106 Gr B for fire fighting system for oil shed &

Date : 09-03-2021

1. PERFORMANCE BANK GUARANTEE (PBG):

Successful bidder shall submit Performance Bank Guarantee equivalent to 3% of order value with validity = [Warranty period+3 months] OR may be deducted from bill.

PBG shall be released on the completion of standard warranty period. Warranty period will be from the date of acceptance of material at site.

2. 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.

3. ENVIRONMENTAL & SAFETY OBLIGATIONS: Contractor shall follow and fully comply with RGPPL's General Environmental Guidelines. Also, the contractor shall follow and fully comply with RGPPL's General Safety Norms in addition to the specific instructions given by RGPPL's safety-in-Charge.

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

Vendor's stamp & Signature

RGPPPL SITE Post RGPPL Anjanwel, Taluka Guhagar Ratnagiri-415634 Maharashtra

Tel - +91-2359 - 241104,241134,241133,241012



RGPPL QUALITY PLAN

ITEM:	CARBON STEEL PIPE (SEAMLESS) Size 6" & 12", Schedule 40	(CONFORMING TO CODE: ASTM A -106 Gr B)	QP NO.: 1	REVIEWED BY:	APPROVED BY:					
1.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK M C/ RG	REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD	AGENCY M C RG	REMARKS
2.		3.	4.	5.	6.	7.	8.	9.	10.	11.
1.0	RAW MATERIAL INSPECTION									
1.1	CS INGOTS / BILLETS	CHEMICAL PROPERTIES	CRITICAL	CHEMICAL ANALYSIS	1SAMPLE/ HEAT	ASTM A 106	MTC	V	P V V	
2.0	IN PROCESS INSPECTION									
2.1	EXTRUDED PIPES	HEAT TREATMENT	MAJOR	TEMP. AND TIME RECORD	100%	ASTM A 106	HT CHART	V	P V V	APPLICABLE FOR COLD DRAWN TUBES
2.1		PRODUCT ANALYSIS	MAJOR	CHEMICAL ANALYSIS	ASTM A 106	ASTM A 106	MTC	V	P V V	
3.0	FINAL INSPECTION									
3.1	FINISHED PIPES	MARKING & IDENTIFICATION	CRITICAL	VISUAL	100%	ASTM A 106	IR	V	P W W	Heat No., Company/Brand, Test pressure
3.2		SURFACE DEFECTS, END FINISH	MAJOR	VISUAL	100%	ASTM A 106	IR	V	P W W	

(Signature)
15/06/20



RGPPPL

S.N.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK		REFERENCE DOCUMENT	ACCEPTANCE NORM	FORMAT OF RECORD			AGENCY	REMARKS
					M	C/RG			M	C	RG		
3.3		OD, ID, WALL THICKNESS, MASS, LENGTH	MAJOR	MEASURE	100%	10%	ASTM A 106		IR	V	P	W	W
3.4		HYDROSTATIC TEST	CRITICAL	HYDROSTATIC TEST	100%	10%	ASTMA A 530	NO LEAKAGE	IR	V	P	W	W
3.5		TS, YS & % EL/BEND TEST (AS APPLICABLE)	CRITICAL	MECH. TEST	1 SAMPLE / LOT		ASTM A 106		IR	V	P	W	W

NOTE: 1. END CAPPING SHOULD BE ENSURED ON ALL THE PIPES.

2. PIPES SHALL BE PACKED AS PER MANUFACTURER PRACTICE BEFORE DESPATCH.

Prepared By Manufacturer/ Supplier	Reviewed by RGPPPL
Approved by RGPPPL	

LEGEND: RECORDS, IDENTIFIED WITH 'TICK' (V) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION.

**M: MANUFACTURER, C: SUPPLIER, RG: RGPPPL,

P: PERFORM, W: WITNESS AND V: VERIFICATION. AS REPORT .

MTC- MATERIAL TEST CERTIFICATE





RATNAGIRI GAS AND POWER PRIVATE LTD.

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



NIT NO: RGPPL/C&M/PURCHASE/OT-74/201300105

EMS 712337

PAN No. AADCR1375F

CIN No. U4010SDL2005PTC138458

GST No. 27AADCR1375F1ZG

3. Technical Specification

(SEC - E)

Subject : MS pipeline as per ASTM A 106 Gr B for fire fighting system for oil shed & WH-3

Print Date : 09-03-2021

1) 1618906007 - SEAMLESS CARBON STEEL PIPE SCHEDULE 40 SIZE:6 AS PER ASTM-A106 GR-B

- 1. SEAMLESS CARBON STEEL PIPE SCHEDULE 40 SIZE:6 AS PER ASTM-A106 GR-B1. SEAMLESS CARBON STEEL PIPE SCHEDULE 40 SIZE: 6" AS PER ASTM-A106 GR-B
- 2. MATERIAL TEST CERTIFICATE FOR CHEMICAL COMPOSITION AND MECHANICAL PROPERTIES TO BE SUBMITTED
- 3. SURFACE TO BE FREE FROM LOOSE MATERIAL RUST AND MILL SCALES AND COATED WITH BLACK COATING PIPE BOTH ENDS TO BE PROVIDED WITH PROTECTIVE END CAPS.
- 4. 100% HYDRO TESTING OF PIPES TO BE DONE AND REPORTS OF THE SAME NEED TO BE SUBMITTED.
- 5. PIPES TO BE MARKED AS PER THE RELEVANT STANDARD.
- 6. WARRANTY/GUARANTEE: 18MONTHS FROM DATE OF SUPPLY OR 12 MONTHS FROM DATE OF USE WHICHEVER IS EARLIER.

2) 1618971432 - SEAMLESS CARBON STEEL PIPE SCHEDULE 40 SIZE:12 AS PER ASTM-A106 GR-B

- 1. SEAMLESS CARBON STEEL PIPE SCHEDULE 40 SIZE:12 AS PER ASTM-A106 GR-B1. SEAMLESS CARBON STEEL PIPE SCHEDULE 40 SIZE:12" AS PER ASTM-A106 GR-B
- 2. MATERIAL TEST CERTIFICATE FOR CHEMICAL COMPOSITION AND MECHANICAL PROPERTIES TO BE SUBMITTED
- 3. SURFACE TO BE FREE FROM LOOSE MATERIAL RUST AND MILL SCALES AND COATED WITH BLACK COATING PIPE BOTH ENDS TO BE PROVIDED WITH PROTECTIVE END CAPS.
- 4. 100% HYDRO TESTING OF PIPES TO BE DONE AND REPORTS OF THE SAME NEED TO BE SUBMITTED.
- 5. PIPES TO BE MARKED AS PER THE RELEVANT STANDARD.
- 6. WARRANTY/GUARANTEE: 18MONTHS FROM DATE OF SUPPLY OR 12 MONTHS FROM DATE OF USE WHICHEVER IS EARLIER.

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

Vendor's stamp & Signature

RGPPPL SITE Post RGPPL Anjanwel, Taluka Guhagar Ratnagiri-415634 Maharashtra

Tel - +91-2359 - 241104,241134,241133,241012

Validate Print Help

Item Wise BoQ

Tender Inviting Authority: < Contract & Materials Department >
Name of Work: < Seamless Carbon Steel Pipes as per ASTM A 106 Gr B at RGPPL >

Contract No: <RGPPL/C&M/PURCHASE/OT-74/201300105>

Note: 1.Freight Must be inclusive of unit rate.
2. Payment Terms: 100% within 30 days after receipt & Acceptance of Material at RGPPL Site.

Evaluation Procedure: The techno commercial acceptable bids shall be evaluated as per RGPPL'S procedure on item wise L1 (Lowest bidder) Basis

Name of the Bidder/ Bidding Firm / Company :												
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)												
(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)												
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC Unit RATE In Figures To be entered by the Bidder in Rs. P	P&F on item (%)	P&F on item Amount	GST Charges on ITEM including P&F (%)	GST Charges on ITEM including P&F (Amount)	TOTAL AMOUNT Without Taxes Rs. P	TOTAL AMOUNT(Including P&F) With Taxes Rs. P	TOTAL AMOUNT In Words
1	SEAMLESS CARBON STEEL PIPE SCHEDULE 40 SIZE:6" AS PER ASTM-A106 GR-B	1618906007	300.00	METER			0		0	0.00	0.00	INR Zero Only
2	SEAMLESS CARBON STEEL PIPE SCHEDULE 40 SIZE:12" AS PER ASTM-A106 GR-B	1618971432	300.00	METER			0		0	0.00	0.00	INR Zero Only
Total in Figures										0.00	0.00	INR Zero Only
Quoted Rate in Words										INR Zero Only		