



**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

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**NIT / Tender Ref No. / Enquiry No:  
211300096**

**“AMC for vibration measurement,  
analysis & dynamic balancing of  
rotating machines”.**





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

(Domestic Competitive Bidding)

1. RGPPL invites bids from eligible Bidders for **"AMC for vibration measurement, analysis & dynamic balancing of rotating machines"** through **e-tender** (<https://etenders.gov.in>)
2. **Brief Information of NIT:**

NIT Subject	<b>AMC for vibration measurement, analysis &amp; dynamic balancing of rotating machines.</b>
Enquiry No.	211300096
Envelope Type	Single Stage Two Envelopes (SSTE)
Evaluation Basis	Package wise
Order Placement	On Single Agency. In this particular case, splitting of quantity is not possible.
Evaluation of bids & Purchase Preference to local supplier	Evaluation shall be on <b>Lump-sum Basis</b> . RGPPL shall allow purchase preference to local supplier, as indicated in the Instruction to bidder. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids. Bidders seeking benefits should necessarily upload relevant documents in etender portal. Only <b>Class-I local suppliers</b> only are eligible to participate in this tender.
Minimum Local content	<b>100%</b>
MSEs Benefits	<b>Applicable</b> The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.
Qualifying requirement	<b>Applicable</b>
Contract Price basis	FIRM PRICE BASIS
Bid submission end date/Bid opening Date/Last date for Clarifications	<b>As per the dates mentioned in Tender Details of etender.gov.in.</b>
Price Bid Opening Date & Time	To be informed later to all qualified bidder in due course of time through GePNIC portal





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Details of RGPPL's bank account	<b>Name of account Holder: - RATNAGIRI GAS &amp; POWER PVT LTD.</b> <b>Name of Bank: - STATE BANK OF INDIA</b> <b>Account Number: - 11285480852 (Current Account)</b> <b>Branch: - Chiplun (Maharashtra)</b> <b>IFS Code: - SBIN0000350</b> <b>MICR Code: - 415002865</b>
Cost of Bidding Documents/Tender Fee (Non Refundable)	<b>Rs. 1,328/-</b> (Indian Rupees One Thousand Three Hundred Twenty-Eight only) (Inclusive of GST). <b>Mode of Payment:</b> Demand Draft/Banker's Cheque/Online transfer. In case of DD, it should be in favour of <b>RGPPL</b> & shall be payable at <b>SBI, Chiplun</b> . i) Micro and Small Enterprises (MSEs) holding Udyam Registration Certificate shall be exempted from paying tender fees and Earnest Money Deposit.
Bid security declaration in lieu of EMD (As per format as provided in last page of this file)	Bidders are mandatorily required to submit, "Bid Security Declaration" as per format enclosed as "Bid Security Declaration Form". In case a bidder does not submit the aforesaid declaration or no confirmation is provided by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder against the declaration, then the bid shall be considered non-responsive and shall be returned unopened.
<b>URL of GePNIC Portal</b>	<a href="https://etenders.gov.in">https://etenders.gov.in</a>

**\* 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**





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**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. TECHNO COMMERCIAL BID:** Techno Commercial bid is to be submitted in the e-procurement portal of GePNIC(etenders.gov.in). It is suggested that the bidder may fill the techno commercial bid well in advance to avoid last minute problems/rush in the system. Techno Commercial bid is to be filled online after carefully examining the documents / conditions and the schedule of work. All the prices are to be filled in at the relevant fields in attached BOQ Excel sheet.

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

**\* Note: No hard copy of Bidding Documents shall be issued**

7. Procedure of bid opening: For submission of bids, the time and scheduled Bid Submission Date shall be treated as cut-off line, and accordingly, the bids shall be frozen. The online bidding system will not allow bid submission after the respective specified expiry date and time. Make sure the bid submission is completed well in advance of the time. The tender Committee or their authorized representatives shall open the Technical bid and





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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, ~~bid security(EMD)~~ for bidders who are not eligible to get exemption (\*) towards Tender Fee & ~~EMD~~.

**10. Address for Communication: -**

<b>A) Name: Dipak Patil</b> <b>Designation: DGM (C&amp;M)</b> <b>E-mail: <a href="mailto:dipak.patil@site.rgppl.com">dipak.patil@site.rgppl.com</a></b>	<b>B) Name: Amrita</b> <b>Designation: Manager (C&amp;M)</b> <b>E-mail: <a href="mailto:amrita.sharma@site.rgppl.com">amrita.sharma@site.rgppl.com</a></b>
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**Address :-**  
**DGM (C&M)**  
**C&M Department (RGPPL)**  
**At & Post: RGPPL, Anjanwel**  
**Taluka: Guhagar, Dist: Ratnagiri**  
**Maharashtra-415634**  
**Tel: 02359-241134**





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### **11. Qualifying Requirements:**

**QR-1** The bidder should have executed any of the following within preceding seven (07) years reckoned as on last date of technical bid opening–

- a. **One** similar work of value not less than **INR 9.48 Lacs.**  
OR
- b. **Two** similar works of value not less than **INR 5.92 Lacs** each.  
OR
- c. **Three** similar works of value not less than **INR 4.74 Lacs** each.

#### **Notes–**

- Similar work means **“Vibration Analysis of Rotary Equipment in Industries”**.
- The word “executed” mentioned above means the bidder should have achieved the criteria specified above, even if the order has not been executed fully.
- In case of order under execution, the value of work executed till the last date of the month preceding the month of publication of NIT as certified by the Client shall be considered.

**QR-2** The average annual turnover of the bidder in the preceding three (03) financial years as on date of the technical bid opening **shall not be less than INR 11.84 Lacs.**

#### **Notes–**

- 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 the date of technical bid opening, 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 the last date of technical bid opening and Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

**QR-3** The bidder should have valid PAN and GST registration.

Notwithstanding anything stated above, RGPPPL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of RGPPPL.







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**DOCUMENTS REQUIRED**

- A.** Copies of Letter of Award / Work Order shall be submitted in support of **QR-1** above along with Completion Certificate / Performance Certificate / any other document clearly establishing value of executed work & completion period. Certificate from Client as described under notes of **QR-1** shall also be provided wherever required.
- B.** Copies of audited Balance Sheet and Profit & Loss Account Statement confirming the turnover for preceding three financial years shall be submitted in support of **QR-2** above. Certificate from practicing Chartered Accountant or CEO/CFO as described under notes of **QR-2** shall also be provided wherever required.
- C.** Copy of PAN Card and GST Registration Certificate in support of **QR-3**.





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## INSTRUCTIONS TO BIDDERS (ITB)

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## **INSTRUCTIONS TO BIDDERS (ITB)**

### **PART A - GENERAL**

#### **1.0 INTRODUCTION**

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

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

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

- 1.2 RGPPL, (hereinafter called "RGPPL" or "Employer"), wishes to receive bids for the Package named in NIT/IFB/Tender Enquiry.

Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / RGPPL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer; Amendment/Corrigendum; Schedule of Quantity/Bill of Quantity (BOQ), appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

#### **2.0 SOURCE OF FUNDS**

Expenditure under this package is intended to be funded from internal resources and/ or borrowings by the Employer.

#### **3.0 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.

#### **4.0 BIDDER'S SITE VISIT**

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





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## **PART B - BIDDING DOCUMENTS**

### **5.0 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 in accordance with ITB Clause 8.0 below.

- A. Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT)
- B. Instructions to Bidders (ITB)
- C. Forms and Procedures
- D. Special Conditions of Contract (SCC)
- E. Technical Specifications and Bid Drawings
- F. Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)

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

5.3 **Qualifying Requirements:** If applicable. The qualifying requirements for the tender are specified in the NIT/Tender enquiry.

### **5.4 Documents in support of meeting Qualifying Requirements**

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

Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Attachment 3. ***These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).*** No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTPC and RGPPPL in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.

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

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

"Do you certify full compliance on Qualifying Requirements?"

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

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

### **5.5 Bid Drawings**

The Bidder is requested to refer the Technical Specifications for the provisions in this regard.





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#### **6.0 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 at least three days prior to the clarification end date. EMPLOYER will 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.

#### **7.0 PRE-BID CONFERENCE (If specified in the NIT/Tender Enquiry)**

7.1 Employer at its discretion may organize a pre-bid conference with the prospective Bidders. The purpose of the conference will be to clarify the package related issues and to respond to the Bidder's queries, which may arise from the Bidding Documents, site visit etc. The Employer will give a notice of the pre-bid conference to the Bidders at least seven (7) days prior to the said pre-bid conference unless otherwise fixed or informed in the IFB/NIT.

7.2 The Bidders are required to submit their questions/ clarifications/queries etc. in writing including by way of email from the registered email Id so as to reach the Employer at least three days before the pre-bid conference. It may not be practicable at the conference to answer the questions which are received late.

7.3 Record notes of the pre-bid conference including the Employer's response to the queries raised by the Bidders in writing may be prepared and transmitted to all the prospective Bidders by the Employer. 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. 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.

#### **8.0 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**





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## **9.0 COST OF BIDDING**

- 9.1 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.

## **10.0 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. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an appropriate translation of pertinent passages into English, in which case, for the purpose of interpretation of the bid such translations shall govern.
- 10.2 The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.
- 10.3 The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.

## **11.0 DOCUMENTS COMPRISING THE BID**

- 11.1 The bid submitted by the Bidder shall interalia comprise of the following documents:

- (a) Bid Form duly completed and digitally signed by the Bidder using Class III digital signatures, together with all Attachments identified in ITB Sub-Clause below.
- (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 his 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) **Attachment 1: Bid Security Declaration (If specified in the NIT/Tender Enquiry) (To be given offline in physical form and copy to be uploaded in Fee Cover/Envelope on the portal):**

Bid security Declaration shall be furnished in accordance with ITB.

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 ejected by EMPLOYER as being non-responsive and shall not be opened.

- (a1) **Attachment 1A: 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 14.8 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







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to ITB Sub-Clause 14.8. **If benefits to MSE's is applicable, MSE vendors are required to submit the MSE certificate in Fee/EMD cover.**

- (b) **Attachment 2: 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 in accordance with ITB.

- 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.
- 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.
- 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 11.3.1 (I) (a)] 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 11.3.1 (I) (a1)] 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 11.3.1 (I) (b)] are to be uploaded at **e-tender portal in Pre-Qual/Technical Cover/Envelope.**

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

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

### **(A) Legal Status of the Company**

- In case of Sole Proprietorship Concern





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- 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 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.
- (D) **Other requirements specified in the Qualifying Requirements.**







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

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

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

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

- (d) **Attachment 4: Equipment/ Machinery deployment Schedule** (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: General Declaration of Bidder** (To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)

Declaration that the Bidder has carefully examined the Bidding Documents in totality and his authorised personnel have visited the site for assessment of all factors for the purposes of bidding.

- (f) **Attachment 6: 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)

Authorisation Form for release of payments through Electronic Fund Transfer System.

- (g) **Attachment 7: Details of PF, ESI, PAN and GSTIN Registration** (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.

In case GSTIN details are not provided, it shall be considered that the bidder is an unregistered dealer.

- (h) **Attachment 8: Declaration Regarding GST** (To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)

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.

- (i) **Attachment 9: Technical Compliance, Certificate for Restrictions on procurement from Bidder of a country which shares a land border with India, Fraud Prevention Policy, Nil Deviation Certificate, Declaration on Withholding & Banning Policy** (To be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)





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The bidder shall essentially confirm compliance to the scope of work and other technical requirements specified in the Technical Specifications and Bid Drawings, Certificate for Restrictions on procurement from Bidder of a country which shares a land border with India, Fraud Prevention Policy, Nil Deviation Certificate, Declaration on Withholding & Banning Policy

- (j) **Attachment 10: Declaration of Local Content** (If applicable, to be uploaded along with price bid)

The bidder shall essentially provide details under Declaration of local content for the bid as applicable specified under "Preference to Make in India and granting of purchase preference to local suppliers" in Special Conditions of Contract to be submitted along with price bid.

**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:

- (k) **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.**

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

- (l) **Declaration on Qualifying Requirements** *(To be accepted online under GTE)*

Declaration by the Bidder towards compliance on "Qualifying Requirements" by accepting the 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:





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- (a) The number of reference Plants/Orders quoted by Bidder in Attachment of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.
- (b) The reference Plants/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified above shall not be considered for evaluation/establishing compliance to Qualifying Requirements.
- (c) No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.
- (m) **Declaration on Banning Policy** *(To be accepted online under GTE)*  
 Declaration to the effect that the Bidder shall abide by Banning Policy of the Employer displayed on RGPPL's website <http://www.rgppl.com> (Notice) indicating his compliance to the provisions of ITB Sub-Clause to be furnished by policy to be furnished by accepting the following GTE condition:  
 "Do you accept Withholding and Banning of Business Dealing Policy of RGPPL"
- (n) **Declaration on Fraud Prevention Policy** *(To be accepted online under GTE)*  
 Declaration to the effect that the Bidder shall abide by Fraud Prevention Policy of the Employer displayed on RGPPL's website <http://www.rgppl.com> (Tender) indicating his compliance to the provisions of ITB Sub-Clause to be furnished by accepting the following GTE condition:  
 "Do you accept the Fraud Prevention Policy of RGPPL".
- (o) **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 RGPPL GENERAL SAFETY OBLIGATION, GENERAL ENVIRONMENTAL OBLIGATIONS & SAFETY CONDITIONS TO BE FOLLOWED".
- (p) **Declaration regarding Restrictions on procurement from Bidder of a country which shares a land border with India** *(To be accepted online under GTE)*  
 Declaration to the effect that the Bidder shall abide by OM ref no. F.No. 6/18/2019-PPD of the Employer displayed on RGPPL's website <http://www.rgppl.com> (Notice) indicating his 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:**

**I) Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.**





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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 Cover/Envelope on the portal.

1. 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:**

2. 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%.

3. 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%.

4. 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.







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However, for the purpose of Award, the quoted basic price shall be considered and GST shall be reimbursed as applicable as on seven (7) days prior to the deadline for opening of **Techno-commercial Bids**.

For example, if the vendor quotes its basic price as Rs. 100 and GST rate as 20%, whereas the applicable GST rate is 18%. Hence for evaluation purpose Quoted price shall be considered as Rs. 120 and for the purpose of award the basic price shall be considered as Rs. 100 and GST rate as 18%.

5. 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. Non compliance with the above or leaving the attachment(s) blank may lead to the rejection of the bid. The information furnished by the Bidder should be consistent, correct and true. The Employer reserves the right to verify the information given and if found incorrect, the bid may be rejected.
- 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.
- 12.0 **BID PRICES AND PRICE BASIS**
- 12.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding. Bidders shall give a breakdown of the prices in the manner and detail called for in the on-line Price Schedules.
- 12.2 The currency of the bid and currency of payment shall be in Indian Rupees until unless specified otherwise in the SCC.
- 12.3 The Bidder shall fill in unit rates/prices for all items of Works described in the Bill of Quantity (BOQ). The rates/prices quoted in the Bill of Quantity shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion and functioning of the specified Works in accordance with the Bidding Documents. In case, the bidder does not quote/left blank, the prices for any BOQ items in BOQ XLS Sheet (Price Schedule), it will be considered that the prices for above items are included in the total price quoted by the bidder for subject tender, for evaluation and award purpose. Further, the bidder has to supply above item/carry out specified services, as per technical specification/detailed BOQ, without any further cost implication to RGPPPL. Items of the work described in the Bill of Quantity (BOQ) for which no rate or price has been entered therein by the Bidder, shall also be considered as an abnormally quoted item and shall be governed by the relevant provisions of ITB Sub-Clause.

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





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damage to any person or the property of employer or 3rd party including overhead and under ground cables/pipelines. In the event of such damage including eventual loss of operation and operation of the plant or services in any plant or establishment as estimated by the employer or adjusted by third party shall be borne by the Contractor.

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

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

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

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

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

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

**The rate of GST and all other taxes & duties applicable shall be quoted in the bid in the Bill of Quantities and in case RCM is applicable on any service same shall be specified in Attachment of Forms & Procedures.**

- 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 & Procedures. 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

### 13.0 **BID VALIDITY**

- 13.1 The Bidder shall keep his bid valid for a period of 180 days from the date of opening of the techno-commercial bid, unless otherwise specified in the SCC, during which period the Bidder agrees not to vary, alter or revoke his bid either in whole or in part.

- 13.2 In exceptional circumstances, prior to the expiry of the original bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify his bid, ~~but will be required to extend the validity of his Earnest Money Deposit for the period of the extension.~~







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#### 14.0 **BID SECURITY / GUARANTEE**

14.1 The Bidder shall furnish, as part of his bid, Bid Security Declaration in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) super scribed on the top as under:

**"ORIGINAL 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 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 Udyam Registration Certificate (applicable in case of bidder who is eligible unit seeking waiver for submission of Tender Fee) in Fee 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 pursuant to ITB clause and has furnished the required Security Deposit pursuant to GCC Clause.~~

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:~~

- ~~If the Bidder withdraws or varies its bid during the period of Bid validity.~~
- ~~If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause.~~
- ~~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;~~
- ~~In the case of a successful Bidder, if the Bidder fails, within the time limit,~~
  - ~~to sign the Contract Agreement in accordance with ITB clause and/or~~
  - ~~to furnish the required Security Deposit in accordance with GCC clause.~~





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- e) ~~If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of RGPPPL.~~
- f) ~~In case the bidder / contractor is disqualified from the bidding process in terms of section 3 & 4 of Integrity pact.~~
- 14.7 ~~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 super scribed on the top as under:  
**"ORIGINAL TENDER FEE FOR ..... (NAME OF PACKAGE)  
SPECIFICATION NO. .... DUE ON ..... (DATE OF BID OPENING)  
FROM ..... (NAME OF THE BIDDER)."**
- If benefits to MSE's is applicable, MSE vendors are required to submit the Copy of valid Udyam registration Certificate (applicable in case of a bidder who is an eligible units seeking waiver for submission of Tender Fee / Bid Security) in Fee cover."*
- 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 favour 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 Udyam registration certificate issued 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.**
- 15.0 **WORK SCHEDULE**
- The entire Work covered under the contract of this bid shall be completed within the time specified in the SCC and further elaborated in the Technical Specifications. The Work shall be performed in time and to achieve the targets, the Contractor shall have to plan adequate mobilisation of all resources.

#### **PART D - SUBMISSION OF BID**

##### **16.0 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) shall be sealed and marked in the following manner:
- (i) The Bid Security Declaration furnished in accordance with ITB shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1: Bid Security Declaration".





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- (ia) The Tender Fee furnished in accordance with ITB shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1A: TENDER FEE".
- (ii) The power of attorney furnished in accordance with ITB shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-2: POWER OF ATTORNEY".
- (iii) The deed of joint undertaking (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "DEED OF JOINT UNDERTAKING".
- (iv) The joint venture/consortium agreement (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "JOINT VENTURE/CONSORTIUM AGREEMENT".
- (v) The 'Integrity Pact' (if applicable) as per ATTACHMENT-11 duly signed by the signatory authorized to sign the bid, shall be sealed in a separate envelope entitled "ATTACHMENT: INTEGRITY PACT".

The envelopes shall then be sealed in an outer envelope.

16.2 The inner and outer envelopes shall:

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

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

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

#### 17.0 **BID SUBMISSION**

Bidders are requested to submit offer / proposal as under:

##### **(A) TECHNO-COMMERCIAL BID**

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: Bid security declaration

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

- b) Authority to Sign the bid
  - c) Electronic Fund Transfer (EFT) Form
- Any other document as mentioned in the tender document (if applicable).

##### **(II) ON-LINE DOCUMENTS**

- (i) Acceptance of conditions of GTE





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Following conditions specified in the GTE:

- Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate)
- Compliance On Qualifying Requirement
- Acceptance of RGPPL GENERAL SAFETY OBLIGATION, GENERAL ENVIRONMENTAL OBLIGATIONS & SAFETY CONDITIONS TO BE FOLLOWED
- Acceptance of RGPPL Fraud Prevention Policy
- Declaration On Banning Policy
- 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 be ticked/filled up suitably.

- Upload the following in Technical Cover/Envelope
  - Attachment 1: Bid Security Declaration & Tender Fees
  - Attachment 2: Authority to Sign the bid
  - Attachment 3: Bidder's Qualifications
  - Attachment 4: Equipment/ Machinery deployment Schedule
  - Attachment 5: General Declaration of Bidder
  - Attachment 6: Electronic Fund Transfer (EFT) Authorization Form
  - Attachment 7: Details of PF, ESI, PAN and GSTIN Registration
  - Attachment 8: Declaration Regarding GST
  - Attachment 9: Technical Compliance, Certificate for Restrictions on procurement from Bidder of a country which shares a land border with India, Fraud Prevention Policy, Nil Deviation Certificate, Declaration on Withholding & Banning Policy

Any other document asked for in the SCC/Technical specifications also to be uploaded in Pre Qual/Technical Cover/Envelope.

## **(B) PRICE BID**

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

As per ITB, if applicable as mentioned in NIT, "Declaration of local content" as mentioned in Attachment of standard forms shall also be uploaded

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.

## **18.0 DEADLINE FOR SUBMISSION OF BID**

- 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





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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 accordance with ITB, 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.

**19.0 LATE 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, pursuant to ITB will be rejected and returned unopened to the Bidder.

**20.0 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BID**

20.1 Bidders are requested to submit the bids on [www.etenders.gov.in](http://www.etenders.gov.in)

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

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

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 RGPPL for a period of 06 months from the date of withdrawal of the bid ~~forfeiture of its Earnest Money Deposit~~, pursuant to ITB.

20.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB.

Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its ~~Earnest Money Deposit~~, pursuant to ITB.

**PART E - BID OPENING AND EVALUATION**

**21.0 BID OPENING**

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

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

**22.0 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







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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.

## **23.0 EVALUATION AND COMPARISON OF BIDS**

### **23.1 BID EVALUATION**

- 23.1.1 The Employer will initially determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; or (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 23.1.2 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 23.1.3 Further, for order preference, MSE guidelines mentioned in ITB read in conjunction with ITB Clause "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to ITB shall be applicable as mentioned in Notice Inviting Tender (NIT)

### **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:

- 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.
- 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.
- All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- 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







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

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

**23.4 Abnormally High or Low Rated Items**

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

**23.5 Post-Qualification**

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

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

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

**PART F - AWARD OF CONTRACT**

**24.0 AWARD CRITERIA**

The Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and whose bid has been adjudged as the lowest evaluated bid, provided that such Bidder has been determined to be qualified to perform the contract satisfactorily as per methodology read in conjunction with ITB "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to ITB,

**25.0 EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

Notwithstanding ITB Clause 24.0, 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.





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**26.0 LETTER OF AWARD**

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

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

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

**27.0 Subcontracting not allowed unless otherwise specified elsewhere.**

**28.0 SIGNING OF CONTRACT AGREEMENT**

28.1 The Successful Bidder/ Contractor shall enter into a Contract Agreement with the Employer within thirty (30) days from the date of Letter of Award or within such other time, as may be desired by the Employer. The Contract Agreement shall be executed on a non-judicial Stamp Paper of appropriate value.

**28.2 Manner of Execution of Contract Agreement**

- i) Unless and until a formal contract is prepared and executed, the Letter of Award/Purchase Order read in conjunction with the Bidding Documents will constitute a binding contract.
- ii) The Contract Agreement shall be prepared by the Employer and signed at the office of the Employer. The Contract Agreement will be signed in two originals and the Contractor shall be provided with one signed original and the other originals will be retained by the Employer.
- iii) The Contractor shall further provide for signing of the Contract Agreement as per prescribed proforma enclosed in the Bidding Documents, appropriate Power of Attorney and the requisite stamp papers. All the other documents required for the preparation of the Contract Agreement shall be provided by the Employer.

Unless and until the Contract Agreement is signed as above, no payments under the Contract as per GCC Clauses entitled 'Payment On Account/Progressive Interim Payments' and 'Time Limit for Submission & Payment of Final Bill' shall be released to the Contractor by the Employer nor any materials shall be issued to the Contractor as stipulated in the Special Conditions of Contract or otherwise agreed to be issued by the Employer.

**29.0 INELIGIBILITY FOR FUTURE TENDERS**

Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified in ITB- specified above, if a Bidder after having been issued the Letter of Award/ Purchase Order, either does not accept the same or does not sign the Contract Agreement or does not submit an acceptable Initial Security Deposit/Entire Security in line with the provisions of the Contract and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.

**30.0 ADHERENCE TO FRAUD PREVENTION POLICY**





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The Bidder/Contractor along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its website <http://www.rgppl.com>. The Bidder/Contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

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

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

### 31.0 **DECLARATION ON BANNING POLICY**

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

Declaration on Policy for withholding and banning of Business dealings is to be given by accepting the GTE condition "Do you accept Withholding & Banning of Business Dealing Policy".

### 32.0 **BENEFITS TO MSEs**

Micro and Small Enterprises (MSEs) holding Udyam registration certificate for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.

Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).

However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:

- Award shall be given to L1 bidder if L1 bidder is a MSE.
- In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.
- If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder, then the award shall be made to the L1 bidder.

The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.





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MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

**Note:** Generally, in tenders having Item wise evaluation, splitting is allowed unless otherwise specified in the Special Conditions of Contract (SCC). Further, in tenders having Package wise evaluation generally splitting is not allowed. **Please refer Special Conditions of Contract for specific tender provisions.**

**33.0 Preference to Make in India and granting of purchase preference to local suppliers**

Purchase preference shall be given to local suppliers as per general methodology specified in Annexure-I to ITB appended at the end of this document) For order preference, MSE guidelines mentioned above in 31.0 read in conjunction with "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to ITB, shall be applicable

*The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.*

*In case a bidder does not submit the aforesaid (Local Content) declaration or no value is indicated by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the bidder shall not be considered as a local supplier and shall not be eligible for any purchase preference. No further claim in this regard shall be entertained by the Employer.*

**Note:** Please refer Special Conditions of Contract of the bidding document for tender specific provisions as applicable and defined for Preference to Make In India and granting of purchase preference to local suppliers.

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

- 34.1 "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.
- 34.2 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.
- 34.3 For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
- 34.4 The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of bid submission.
- 34.5 The bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
- 34.6 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.
- 34.7 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. RGPPPL shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.







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- 34.8 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.
- 34.9 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.
- 34.10 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.
- 34.11 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.
- 34.12 RGPPL shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
- 34.13 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.
- 34.14 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.
- 34.15 The contractor shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor shall be liable to pay the amount which may be imposed on RGPPL due to such default.
- 34.16 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.
- 34.17 RGPPL shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- 34.18 Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- 34.19 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.
- 34.20 The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between RGPPL and the Bidder.





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- 34.21 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.
- 34.22 However, during the currency of the contract, due to any new enactment of Law, any **tax and/or duty becomes payable by RGPPPL in respect of the transaction between** RGPPPL and the agency and it is actually paid by the Contractor to the concerned Government, then it shall be reimbursed by RGPPPL at actual cost on production of the necessary valid documentary evidence.
- 34.23 As regard Income-Tax, Surcharge in Income-Tax and any other corporate Taxes as applicable, RGPPPL shall not bear any tax liability in respect of the contract irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of such tax, if attracted, under the provision of the Indian laws, RGPPPL shall deduct Income-Tax at source from all the payments to be made to the Contractor in accordance with the provisions of Indian Income-Tax law as applicable from time to time and deposit the same to the concerned Government authorities.
- 34.24 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.
- 34.25 Limitation of Liability: Successful bidder's total liability shall be limited to award value only.

**35.0 Laws Governing the Contract:**

- 35.1 This contract shall be governed by the Indian Laws for time being in force. The court at Mumbai shall have exclusive jurisdiction in all matters arising under this contract
- 35.2 These 'INSTRUCTIONS TO BIDDERS' & Special Conditions of Contract shall form an integral part of the contract. The contract besides shall also be exclusively governed to the extent applicable by the General Conditions of Contract for O&M of NTPC available at RGPPPL website [www.rgpppl.com](http://www.rgpppl.com) & its subsequent amendments. In case of any contradiction in the clauses of GCC & other tender documents, other tender documents shall prevail. (While referring the GCC, the name "M/s Ratnagiri Gas & Power Pvt. Ltd." shall be read and understood in place of "NTPC" / "M/s National Thermal Power Corporation").
- 35.3 The bidder shall comply with all the legal requirements and obtain all necessary licenses/permissions under various applicable Laws/Acts.
- 35.4 Bidders not confirming to these requirements may be rejected and no correspondence whatsoever thereof shall be entertained.
- 35.5 In case of any violation of statutory provision under labour laws/or otherwise on behalf of the Bidder there will not be any liability on RGPPPL.
- 35.6 The successful bidder shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or Central Government or local authority including Indian Workmen's Compensation Act, Contract labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act etc. in so far as they are applicable to this contract. The successful bidder shall indemnify and keep RGPPPL indemnified in case any proceedings are taken or commenced by any authority against the RGPPPL for any contravention of any of the laws, bye laws or scheme







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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.

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

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

35.9 50Hz single phase/ 3Φ power supply

35.10 Water Supply

36.0 **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.

37.0 **GST Invoice shall contain the following:**

- Name, address and GSTIN of the supplier.
- A consecutive serial number containing only alphabets and/or numerals, unique for a financial year.
- Date of its issue.
- Name, address and GSTIN/ Unique ID Number, if registered, of the recipient.
- 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.
- HSN code of goods or Accounting Code of services.
- Description of goods or services.
- Quantity in case of goods and unit or Unique Quantity Code thereof.
- Total value of goods or services.
- 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)
- Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce.
- Place of delivery where the same is different from the place of supply.
- Whether the tax is payable on reverse charge.
- 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.





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- 38.0 The award of contract shall be on "work contract basis". The bidder shall be responsible for payment of GST levied on the work contracts services in accordance with the applicable Act or Notification(s) by the State or Central Government or other authorities and rules made there under including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on seven (7) days prior to the date of bid opening shall be included in the bid price. In case of any variation in the rates of the tax after the date seven (7) days prior to date of bid opening, the same shall be paid/reimbursed to/recovered from the successful Bidder subject to submission of documentary evidence and proof of having made the payment at the revised rate and on certification by Engineer-in-charge.
- 39.0 It shall be incumbent upon the successful bidder to obtain a registration certificates under GST law and other law(s) relating to levy of tax, duty, cess etc and necessary evidence to this effect shall be furnished by the successful Bidder to RGPPL. If the successful Bidder intends to engage itself in quarrying or mining of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals required for the Works, as the case may be, it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee or charges applicable thereto.
- 40.0 The bid price shall also be inclusive of Royalties or Seigniorage, Fee or Cess or other charges payable on the quarried or mined metals, minerals or minor minerals as the case may be, at the rate(s) prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening.
- 41.0 **Insurance of plant, equipment, during transit and during commissioning shall be included in above Bill of Quantity (BoQ) / Schedule of Rates (SoR) like Marine / Inland Cargo / Erection all Risk (EAR) /Third Party /Public liability etc. for which RGPPL will not pay separately.**
- 42.0 **Other Terms & conditions:**
- Compliance of labour laws:**  
 The Contractor shall be liable to make payment to all the employees / personnel working for the contract and make compliance with prevailing provisions of labour laws. If RGPPL, is held liable as 'PRINCIPAL EMPLOYER' to pay contribution etc. under ESI Act or any other legislation of Government or Court decision, in respect of the employees / manpower engaged by the Contractor, then the latter would reimburse, the amounts of such payments so paid by RGPPL.
  - Co-operation with other agencies:** The Contractor & its personnel shall fully cooperate with other contractor's person working at RGPPL's site to avoid any hindrance to the smooth progress of ongoing works.
  - Gate Pass/Identity Cards:** **The contractor shall issue photo entry pass for their personnel to be deployed inside plant, which they shall be required to display prominently during the period of their stay within the company premises. The contractor shall obtain proper gate pass for entries and exists of all materials and equipments inside the plant. For gate pass 'Non-Criminal Certificate' along with photo id proof may be required.**
  - Suspension & termination of work:** In the event that the progress of execution is found below acceptable time schedule and the contractor is not able to improve despite the three-repeated notice, RGPPL shall have the right to suspend / terminate the order by giving a notice of 15 days. Suspension/ Termination of work in part or full shall be





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governed as per respective clause(s) of General condition of contract (GCC) (NTPC/RGPPL).

- v) **Force Majeure:** Either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz. Acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics; lawful strikes and lock outs, then provided notice of happening of any such eventuality is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the force majeure, the period of force majeure shall be excluded from the time specified for fulfillment of obligation of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than seven days, such events shall not be construed to be force majeure events. If force majeure event continues beyond a period of six months, the parties shall mutually decide further course of action. Neither party can claim any compensation from the other party on account of force majeure event.
  - vi) **Safety Obligations:** Agency shall STRICTLY follow and FULLY comply with the RGPPL's safety norms enclosed in Forms & Annexures, in addition to the "SAFETY CODE" of NTPC displayed at RGPPL website [www.rgppl.com](http://www.rgppl.com) (while referring the SAFETY CODE, the names NTPC Ltd/National Thermal Power Corporation shall be replaced & read by name Ratnagiri Gas & Power Pvt. Ltd) & specific instructions of RGPPL Safety-in-Charge.
  - vii) **General Environmental obligations:** Agency shall STRICTLY follow and FULLY comply with the RGPPL's General Environmental Guidelines enclosed in Forms & Annexures.
  - viii) **Rate Validity:** The rates agreed to herein shall remain fixed till the expiry of the contract and the contractor shall not be entitled to any increase or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any understanding or assurance given or alleged to have been by any employee of the company or due to, contractor own ignorance or on account of any difficulties or hardships faced by him.
  - ix) **Discipline:** The contractor shall be responsible for the proper behavior of the persons employed by him and exercise control over them. He shall also bound to prohibit and prevents his employees from taking any direct or indirect interest and/ or support assist maintain or employees from taking any direct or indirect interest and/ or support assist maintain or help any person or persons engaged in any antisocial activities, demonstration, riots or agitation, which may in any way be detrimental or prejudicial to the interest of the Company or of the proprietors or occupiers of land/ properties in the neighborhood. In the event of any such action by his person or persons, Contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims actions, suits, proceedings, loses or damages on any ground whatsoever.
- In any case the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours' notice in writing will be given by the Company to the Contractor and such persons shall be necessarily removed from the site by the Contractor on receipt of said notice. Such a person will not be re-employed without the express and written authorization of Engineer In-Charge of the Company. Suitable replacement/ arrangement to be made by the contractor to ensure uninterrupted services under above circumstances as per the instruction of the Company representative.
- x) **Handing over of site:** Efforts will be made by RGPPL to hand over the site to the Contractor free of encumbrance. However, in case of any delay in handing over of the site to the Contractor, RGPPL shall only consider suitable extension of time for the





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execution of the work. It should be clearly understood that RGPPL shall not consider any other compensation whatsoever. RGPPL reserves the right to hand over the site in parts progressively to the contractor. The Contractor will be required to do work on such released fronts in parts without any reservation whatsoever.

- xi) **Damage:** Company shall not be liable for or in any respect of any damages or compensation for any injury or for any occupational disease peculiar to the employment to any person engaged through the Contractor and the contractor shall keep the Company indemnified.

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

- xii) **Contractor's Responsibility:**

- The contractor and its working personnel have to observe safety rules existing in RGPPL.
- The contractor has to provide the necessary PPEs to its workers to the satisfaction of EIC.
- All the persons engaged by the contractor shall be on his established pay roll and be paid by him and company has to no liability whatsoever in this regard. The contractor shall make regular and full payment of wages & salaries to the persons engaged by him as required under relevant Labour laws and submit one copy of the payment sheet/ register to the company as a proof there of for its record.
- The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- The contractor shall indemnify RGPPL against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7<sup>th</sup> of subsequent month. The contractor shall be directly responsible and indemnify RGPPL against all charges, dues, claims etc. arising out of the disputes relating to dues and employment of personnel deployed by him.
- The contractor shall be responsible for required contributions towards P.F, pension, ESI workmen compensation or any other statutory payments to be made in respect of the Contract and the personnel employed for rendering service to RGPPL & shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employee and employers' contributions. The contractor shall also be responsible to pay any administrative/ inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of RGPPL.
- Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and contractor hereby undertakes to indemnify the Company against all actions, suits, proceedings, claims damages etc. which may arise under the Minimum Wages act payment of wages Act. Employees Provident Fund Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this Contract.

- xiii) **The contractor shall not engage any person less than 18 years of age.**







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- xiv) The consumables brought by the agency shall be in good condition and of good quality and brand.
- xv) **General Conditions of Contract (GCC):** The contract shall also be governed as per GCC-specified above in the tender document displayed at RGPPPL website ([www.rgpppl.com](http://www.rgpppl.com)) to the extent applicable. In case of any contradiction between GCC and work service order, work service order shall prevail. (While referring the GCC, the names NTPC Ltd / National Thermal Power Corporation Ltd shall be replaced & read by the name M/s Ratnagiri Gas & Power Pvt. Ltd.). If there is any ambiguity in tender Document and that in GCC then Conditions mentioned in Tender Document will prevail.
- xvi) **All payments to the employee are to be done through online payment only.**
- xvii) **Dispute and Arbitration:** The agencies hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the Contract amicably. The decision of the Officer-In-Charge shall be binding on the agency. In case of any dispute or difference it shall be resolved through arbitration for which Head of RGPPPL site shall be the **arbitrator**. However, in the event of non-acceptance by agency, any third-party arbitrator shall be appointed by mutual agreement. In the event of litigation, the court at Mumbai shall have the jurisdiction over the same.
- a) In case of any violation of statutory provision under labour laws/or otherwise on behalf of the agency there will not be any liability on RGPPPL.
- b) In case of breach of any of the terms of agreement, the security deposit of the agency is liable to be forfeited. Any sum of money due, is payable to the agency including the security deposits refundable to him under the contract, can be appropriated by RGPPPL against any amount which the agency may owe to RGPPPL. In the event of a dispute arising out in connection with the interpretation of any clause in the terms and condition of the contract, agreement, or otherwise the decision of **Head of Project, RGPPPL** will be final and binding.
- xviii) **Special conditions on coverage of employee's provident fund**
- a) The agency shall be liable to extend Provident Fund benefits as provided under Employee's Provident Fund Scheme to all employees from the date of their joining in the establishment as provided under para 26 of Employee's Provident Fund Scheme - 1952.
- b) The agency shall get their establishment covered under the Employee's Provident Fund & Miscellaneous Provisions Act, 1952 and obtain independent PF Code No. directly from the appropriate Regional Provident Fund Commissioner.
- c) The agency shall be liable to deduct the PF contribution from his Employee and deposit the contribution (Employees & Employers both) to the concerned Regional Provident Fund Commissioner before 15<sup>th</sup> day of every calendar month failing which RGPPPL will take necessary action as deemed fit.
- d) After disbursement of wages (through bank payment), the agency shall submit certified copy of the wage sheet bank payment schedule to Officer-in-Charge latest by 15<sup>th</sup> day of every calendar month for determination of Provident Fund Liability and other statutory obligations.
- xix) **Integrity pact** (*Applicable only for those tender when EMD amount exceeds Rs. 10,00,000*): Bidders are required to unconditionally accept the "Integrity Pact" (executed on plain paper) as per the Annexure to the bidding documents (Section-II) which has been pre-signed by RGPPPL and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid. Where the joint venture(s)/consortium are permitted to participate in the bid, the signing of Integrity pact (IP) by all JV Partner(s)/Consortium members is mandatory. Bidder's failure to comply with the







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aforesaid requirement regarding submission of "Integrity Pact" (IP) shall be outright rejection of the bid and in such case the bids shall be returned unopened to the bidder.

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

- 43.0 These tender documents together with all its attachments / enclosures thereto, shall be considered to be read, understood and accepted by the bidders.
- 44.0 **Tax Deduction at Source (TDS)**– TDS shall be governed as per prevailing rules of Income Tax Act & GST Act
- 45.0 **RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER SERVICES:** Nothing contained herein shall restrict OWNER from accepting similar service from other agencies, at its discretion and at risk and cost of the CONTRACTOR, if the CONTRACTOR fails to provide the said services any time.
- 46.0 **Accommodation:** RGPPPL will not provide the accommodation and it will be in the contractor's scope. However, RGPPPL may consider providing accommodation to the worker's/supervisor subject to availability on payment basis, otherwise it is the contractor's scope to provide accommodation.
- 47.0 **LOCAL TRANSPORTATION:** The contractor has to arrange their own transportation for materials and workers.
- 48.0 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.
- 49.0 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".**
- 50.0 **"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.





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However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

- B. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- C. Bidders from a country which shares a land border with India" mentioned in para A above means:
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose *beneficial owner* is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- D. The beneficial owner for the purpose of clause "C" above will be as under:
- In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation-**

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
  - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
- In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;
  - In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- E. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.





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- 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.

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](http://www.rgppl.com)





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## **Annexure – I to ITB**

### **Preference to Make in India and granting of purchase preference to local suppliers-regarding**

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting purchase preference to local suppliers, are hereby issued:

#### **1.0 Definitions:**

- a) **'Local content'** means the amount of value added in India which shall be the total value of the goods and services procured (excluding net domestic indirect taxes) minus the value of imported content in the goods and services (including all customs duties) as a proportion of the total value, in percent.
- b) **'Local supplier'** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed.
- c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a local supplier may be above the L1 for the purpose of purchase preference.
- e) **'Nodal Ministry'** means the Ministry or Department identified in respect of a particular item of goods or services or works
- f) **Fraud Prevention Policy** – shall mean the policy related to prevention of fraud displayed on RGPPL tender website <http://www.rgppl.com>.

#### **2.0 Minimum local content**

- 2.1 The minimum local content shall be ....\*.....

**\* For Minimum Local Content Value as applicable Refer Special Purchase Conditions/Special Contracts Conditions clause "Preference to Make in India and granting of purchase preference to local suppliers for this tender**

#### **3.0 Margin of Purchase Preference**

- 3.1 The margin of purchase preference shall be 20%.

#### **4.0 Requirement of Purchase Preference:**

- 4.1 Purchase preference shall be given to local suppliers as specified hereunder:





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**\*\*a) In cases of Procurement of goods (Supply Contracts / Purchase Contracts), procurement of services (Service Contracts), Procurement of goods and services (composite tenders i.e. Supply cum Installation / Supply-cum-Installation-cum-Civil / Civil Works Contracts), where preference to MSE is not being given:**

The following procedure shall be followed:

- Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1. If L1 bid is from a local supplier, the contract will be awarded to L1.
- If L1 bid is not from a local supplier, the lowest evaluated bidder among the local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to local supplier's evaluated bid price falling within the margin of purchase preference and the contract shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
- In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price, the local supplier with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.
- For the purpose of matching of lowest evaluated bid (L1) price, the local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

**Note:** \*\*1) In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.

\*\*2) In case of Reverse Auction (RA), the Purchase Preference for Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

**OR**

**\*\*b) In cases of Procurement of goods / services (where preference to MSE is not being given), where the tendered quantity is to be divided / split among more than one bidder and condition pertaining to splitting of quantity is specified in tender documents:**







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The following procedure shall be followed:

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1. If L1 bid is from a local supplier, the contract for full quantity will be awarded to L1.
- ii) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest evaluated bidder among the local suppliers will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- iii) For the purpose of matching of lowest evaluated bid (L1) price, the local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

**Note:** \*\*1) In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.

\*\*2) In case of Reverse Auction (RA), the Purchase Preference for Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

**OR**

**\*\*c) In case of tenders / contracts, where preference to MSE is being given and where splitting of quantity is not possible:**

The following procedure shall be followed:

- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ii) If L1 bid is from an MSE, the contract will be awarded to L1.





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- iii) If L1 Bid is not from an MSE, the lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
- iv) In case none of the MSEs within the fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder, if L1 bid is from a local supplier.
- v) If L1 is not from a local supplier, the lowest evaluated bidder among the local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price, the local supplier with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference (i.e. 20%) matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder.
- vi) For the purpose of matching of lowest evaluated bid (L1) price, the MSE / local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

**Note: \*\*1)** In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.

**\*\*2)** In case of Reverse Auction (RA), the Purchase Preference for MSEs (i.e. 15%) / Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the MSE / Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

**OR**

**\*\*d) In case of tenders / contracts, where preference to MSE is being given and where splitting of quantity is possible & condition pertaining to splitting of quantity is specified in tender documents:**





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- i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- ii) If L1 bid is from an MSE who is also a local supplier, the contract will be awarded to L1.
- iii) If L1 bid is from an MSE who is not a local supplier,
  - 50% of the order quantity shall be awarded to L1.
  - Thereafter, the lowest evaluated bidder among the local suppliers including MSEs (who are also local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining 50% quantity subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
  - In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.
  - In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- iv) If L1 bid is from a Local supplier who is not an MSE,
  - 75% of the order quantity shall be awarded to L1.
  - Thereafter, all qualified MSE bidder(s), whose Evaluated Bid Price is within the range of +15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
  - In case some quantity is still left uncovered, then such balance quantity may also be ordered on the L1 bidder.
- v) If L1 bid is from a bidder who is not a Local supplier and not an MSE,
  - 50% of the order quantity shall be awarded to L1.





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- Thereafter, all qualified MSE bidder(s), whose Evaluated Bid Price is within the range of +15% of the lowest evaluated (L1) price shall be eligible for an opportunity to match the lowest evaluated (L1) price. If more than one MSE bidders agree to match the lowest evaluated (L1) price, they will be considered for award of up to 25% (collectively) of the order value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the lowest evaluated (L1) price.
  - Thereafter, the lowest evaluated bidder among the local suppliers including MSEs (who are also local suppliers) will be invited to match the lowest evaluated bid (L1) price for the remaining quantity [50% of the ordered quantity – quantity awarded on MSEs] subject to the local supplier's evaluated bid price falling within the margin of purchase preference and contract for that quantity shall be awarded to such local supplier subject to matching the lowest evaluated bid (L1) price.
  - In case such lowest eligible local supplier fails to match the lowest evaluated bid (L1) price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price for remaining quantity and so on, and contract shall be awarded accordingly.
  - In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- vi) For the purpose of matching of lowest evaluated bid (L1) price, the local supplier / MSEs would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

**Note: \*\*1)** In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.

**\*\*2)** In case of Reverse Auction (RA), the Purchase Preference for MSEs (i.e. 15%) / Local Suppliers (i.e. 20%) shall be applicable on the lowest evaluated bid price after RA. The order in which the MSE / Local Suppliers shall be given an opportunity to match lowest evaluated bid (L1) price after RA will be in the order of their rank determined based on the evaluated bid price after RA.

**\*\* Bidders please Refer Special Purchase Conditions clause "Preference to Make in India and granting of purchase preference to local suppliers "for the conditions to this tender"**





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#### **5.0 Verification of Local Content:**

- 5.1 The local supplier shall be required to provide, in the relevant Attachment of Price Bid, self-certification / declaration that the Item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made as per relevant Attachment of Price Bid.
- 5.2 In cases the total bid price of the supplier / bidder is in excess of INR 10 crore, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 5.3 False declarations will be dealt in line with the Fraud Prevention Policy of NTPC.
- 5.4 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for preference under the aforesaid procedures for duration of the debarment. The local supplier shall be required to furnish a confirmation in this regard in the relevant Attachment of Price Bid.

#### **6.0 Local Sourcing**

The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.





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**ATTACHMENT**

**(Declaration on Local Content)**

**(To be attached with Price Bid ONLY)**

Dear Sirs,

We have read the provisions of "Preference to Make In India and granting of purchase preference to local suppliers" enclosed with the Price Bid. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

- 1.0 In order to avail purchase preference, we confirm that we are a Local Supplier, and the local content included in the Items of the Subject Tender as per details given below.
- 2.0 In order to avail purchase preference, we confirm that we are a Local Supplier, and the local content included in the package is .....% of our total bid price for complete scope of work for .....#..... as per details given below.

[illegible]

A certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content has been placed at Annexure-1 to this Attachment.

**2.0 Further, we hereby confirm the following:**

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- 241111





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Whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP)	<b>Yes*</b> / <b>No*</b>
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**\* Strike off, whichever is not applicable**

3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.

**Note: 1)** Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.

2) Certificate pertaining to percentage of local content from statutory auditor or cost auditor / practicing chartered accountant or cost accountant is to be furnished in cases where the total bid price is more than INR 10 Crore

Yours truly,

Date .....

Signature.....

Place .....

Name.....

Designation .....

Name of Bidder .....

Seal.....

**# name of the package / tender (Refer The tender specific format would be available in Attachment of Standard Forms).**





**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

### **FORMS & ANNEXURES**

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





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**Annexure-I**

**Bid Security Declaration Form**

*(To be submitted in Hard Copy)*

Ref.:.....

Dated: .....

To

RGPPL

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:

Signature

Place:

Name of the Authorized person

**NOTE :**

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





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**Annexure-IA**

**General Declaration by Bidder**

Bidder's Name and Address:

To  
RGPPL  
At & Post: RGPPL Anjanwel,  
Taluka: Guhagar, Dist: Ratnagiri  
Mahaarstra, 415634

**Dear Sirs,**

We hereby confirm that:

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

Date : (Printed Name)  
.....

Place : (Designation)  
.....

\* Please strike out whichever is not applicable







**Enquiry No.: 211300096**

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**Annexure-II**

**DECLARATION ON BANNING POLICY**

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

i. We have read the contents of the Banning Policy of RGPPPL displayed on its tender website <http://www.rgppl.com> and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:

1. We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
2. We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
3. Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or RGPPPL during the last five years.

ii. We further declare as under:

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

Signature along with Seal of Company

.....

Name .....

Designation .....

Name of Co .....

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

\*\*While referring the policy, at S.no.3 clause vi), [www.ntpctender.com](http://www.ntpctender.com) shall be replaced & read as [www.rgppl.com](http://www.rgppl.com).





**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

**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: (Printed Name).....

(Designation).....

(Common Seal).....





**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

**Annexure-IV**

**CERTIFICATE OF NIL DEVIATIONS**

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

Ref.:.....

Dated: .....

Sub work: .....

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

**Dear Sir,**

- 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."
- 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
- We also confirm that in case we refuse to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.
- We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD (if applicable) shall be forfeited.

Signature along with Seal of Company

.....

Name .....

Designation .....

Name of Company .....





**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

**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: (Printed Name).....

(Designation).....

(Common Seal).....







**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

**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- 24111





**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

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

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

**CHECKLIST FOR PRE-QUALIFYING REQUIREMENT:**

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





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**Annexure-VII**

**Vendor Information Form**

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

<b>Name &amp; Address of the Company:</b>	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"/>		
<b>Name &amp; Designation of the key person authorized for this tender work.</b>						
<b>Contact information:</b>	Mobile no:	Telephone No :	Fax No:	Email :		
<b>Status of the Company</b> (Please mark tick as √) :	Proprietary	Partnership	Private Ltd	Public Ltd	Central/State Govt./PSU's	Others (Please Specify)
<b>Registration no. of the Company / Firm:</b>						
<b>*PAN No:</b>						
<b>*PF / *ESI / *WCP nos:</b>	Provident Fund no:	Employees State Insurance no :	Workmen's Compensation policy no :			
<b>*GST Number:</b>						
<b>Association with RGPPL:</b> (Please mark tick as √)	No existing relation :	1- 2 years :	Over 2 years:			
<b>ISO &amp; Other Certification:</b>						
<b>Average annual Turnover of Last Three FY:</b> (Please mark tick as √)	Upto 5 Cr :	5 Cr to 10 Cr :	Above 10 Cr :			
<b>Line Business</b> (Please mark tick as √) :	Manufactur er:	Auth Dealer :	General trader :	Importer :	Others (Please specify) :	
<b>Nature of Product/Services dealt in :</b>						

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





**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

**Annexure- VIII**

**EFT Format**

**To be submitted in Duplicate**

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







**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

**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	<b>Rate of applicable of GST</b> 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	





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<b>15</b>	Confirm that Annual Reports for the last three financial years are furnished along with the Un-priced Bid.	
<b>16</b>	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.	
<b>17</b>	All correspondence must be in ENGLISH language only.	
<b>18</b>	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
<b>19</b>	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:





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**Annexure-X**

**PROFORMA of Letter of Authority for Attending the Bid Opening**

(To be submitted on BIDDER's Letter Head)

Ref. No.:

Date:

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

Atten:.....

Dear Sirs,

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

S.NO	NAME	DESIGNATION	SIGNATURE
1.			
2.			

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

Yours Faithfully,

Signature.....  
Name.....  
Designation.....  
For & on behalf of.....  
Seal.....

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





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**Annexure-XI**

**PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY**

(To be submitted by bidder along with the bid)

1.0 I, Mr/Ms \_\_\_\_\_ (\*CEO of company/\*CFO of the company), confirm that this certificate is submitted on behalf of our company M/s \_\_\_\_\_ (Name of the Bidder) and we are responsible for the declaration(s) mentioned herein.

2.0 I certify that the financial results of the Company for the preceding financial year are under audit as on the date of Techno-commercial bid opening and the certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Yours faithfully,  
(Signature)

Date:

Name & Designation:

Place:

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 RGPPL

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:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:





**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

**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**

<b>Sr. No.</b>	<b>DESCRIPTION</b>	<b>BIDDERS CONFIRMATION</b>
<b>1.</b>	<b>Bidder's Details:</b>	
	a) Name	
	b) Full address	
	c) Tel No.	
	d) Fax No.	
	e) Email	
	f) Name & designation of the person signing the bid	
<b>2.</b>	<b>QR has been carefully examined &amp; QR CHECKLIST filled in totality (All reference documents also enclosed)</b>	
<b>3.</b>	<b>Documentary proof for</b> Power of Authority of the person signing the bid.	
<b>4.</b>	<b>Validity:</b>	
	<b>Bid:</b> Valid minimum for Six (6) months from the date set for opening of technical bid.	
	<b>EMD:</b> Minimum for Seven (7) months from the date set for opening of technical bid.	
<b>5.</b>	The scope has been quoted as per tender requirement.	
<b>6.</b>	<b>Currency of offer:</b>	
	a) The currency once quoted shall not be permitted to be changed.	
	b) All the correspondences will be in English language only.	
<b>7.</b>	<b>Price:</b>	
	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.	
<b>8.</b>	<b>Terms and Conditions:</b> Acceptance of 'Terms & Conditions' as Contained in Bid Document and GCC to the extent applicable	
<b>9.</b>	<b>Acceptance to the following:</b>	
	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	
<b>10.</b>	<b><u>Duly filled, signed and stamped</u></b> annexures in FORMS & ANNEXURES	





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**Annexure-XV**

**BIDDER'S QUERIES**

To,

M/s RGPPL

TENDER NO: .....

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

**NOTE:** The bid queries may be sent by fax and also by e-mail till the last date of clarification.

**SIGNATURE OF BIDDER**

NAME OF BIDDER





**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

**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 RGPPL.
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 RGPPL at the Site.
8. The Contractor will notify well in advance to the Engineer-in-charge of his intention to bring to the site any container filled with liquid or fuel or gas or explosive or petroleum substance which may involve chemical hazards, The Engineer-in-Charge shall have the right to prescribe the terms and conditions under which such container is to be handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer-in-Charge shall have the right at his sole discretion to inspect any such container or such construction plant for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use,
9. All equipments used in construction and direction by Contractor shall meet Indian/International standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained in accordance with manufacturer's operation manual and safety instructions and as per guidelines of RGPPL in this regard.
10. Periodical examinations and all tests for lifting/hoisting equipments and tackles shall be carried out in accordance with the relevant provisions of factories Act. 1948, Indian Electricity Act. 1910 and other applicable laws/rules in force from time to time. A register of examinations and tests shall be properly maintained and will be promptly produced as and when desired by Engineer - in -Charge or by the person authorized by him.
11. The Contractor shall fully responsible for the safe storage of his and his sub-Contractor's radio-active source in accordance with BAFO/DAE in connection with use storage and will be promptly taken by Contractor.
12. The Contractor shall provide suitable safety equipments of prescribed standard to all employees and workman according to the need or as may be directed by Engineer-in-Charge who will also have right to examine these safety equipments and determine their suitability, reliability, acceptability and adaptability.
13. Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code or practices/rules framed under Indian Explosives Act, pertaining to handling, storage and use of the explosives.
14. The Contractor shall provide safe working conditions to all workman and employees at the site including safe means of access railing, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material shall be used by the Contractor.
15. The Contractor shall not interfere or disturb electric, fuses, cables and other electrical equipments belonging to the owner or other Contractor under any circumstances, whatsoever







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unless expressly permitted in writing by RGPPL to handle such fuses, cables or electrical equipment.

16. No weight of any description will be imposed on any cable and no ladder or similar equipment shall rest against or attached to it unless expressly permitted to do so by RGPPL.
17. No repair work shall be carried out on any live equipment. The equipment must be declared safer by engineer - in- charge and a permit to work shall be issued by Engineer-in-Charge before any repair work is carried out. While working on electric line/equipments whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to electricians/workmen/officers.
18. The Contractor shall employ necessary number of qualified, full time electricians/ Electrical Supervisors to maintain his temporary electrical installations.
19. The Contractor employing more than 250 workmen, whether temporary, casual, probationer regular or permanent or on contract, shall employ at least one full time exclusively as safety officer to supervise safety aspects of the equipments and workman who will coordinate with the project safety officer. In case of work being carried out through Sub-Contractor the sub-Contractor's workman/employees will also be taken in to account as for the Contractors workman/employees, purpose of observing safety precautions and appointing safety officer. The name and address of such safety officer or Contractor will be promptly informed in writing to Engineer - in - Charge with a copy to project safety officer-in-Charge
20. In case of any accident occurs during the construction/erection or associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to RGPPL's Engineer - in - Charge in prescribed form and also to all the authorized envisaged under the applicable laws.
21. The Engineer -in - charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the workmen and equipments. In such cases, the Contractor shall be informed about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor shall stopping the specific work, can, if felt necessary, appeal against the order or stoppage the specific work to the General Manager of the project within 15 days of such stoppage of work and his decision in this respect shall be conclusive and binding on the Contractor.
22. The Contractor shall not have any right to claim any damages/compensations for stoppage of work due to safety reasons as provided in para 21.0 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be exempted for purpose of levy of liquidated damages.
23. The Contractor shall follow and comply all RGPPL safety instructions and codes, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be applicable from time to time without any demur, protest or contest or reservation. In case of conflict, the statutory provision shall over ride RGPPL instructions on any particular safety measure.
24. If the Contractor fails in providing safe working environment as per the safety instructions/ codes etc. or continues the work even after being instructed to stop work by Engineer-in -charge as provided in para 21.0 above, the Contractor shall be liable to promptly pay on demand by the owner such compensation amount per day or there of as may be determined by the Engineer-in-charge, which shall not exceed Rs. 5,000/- per day or the actual loss suffered by the owner whichever is more. However, in case of accident taking place causing injury in any individual their provision contained in para 26.0 shall also apply in addition to the compensation mentioned in this para.
25. In case of continued violation of RGPPL safety instructions and codes and applicable laws which are prepared to ensure safety to men and material and plant and equipment or Contractor's will failure to comply with instructions of Engineer-in-Charge as aforesaid RGPPL shall have the right at its sole discretion of debar such Contractor's for award of any contract in future, Further





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RGPPL shall not permit its Contractor's also to award any of their sub-Contractor's to any such defaulting Contractor's under any circumstances, whatsoever.

26. If the Contractor does not take all safety precautions and/or fails to comply with the safety instructions as prescribed by RGPPL or under the applicable law for the safety of the equipment and plant and for the safety of its workmen and the Contractor does not prevent hazardous conditions which cause injury to his own employees who are working at site or adjacent thereto, the Contractor shall be responsible for payment of compensation to RGPPL as per the following schedule.

a) Fatal injury or accident causing death of 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 RGPPL may consider the performance of the Contractor and award suitable "ACCIDENT FREE SAFETY MERITORIOUS AWARD" as per scheme detailed/ announced separately to such Contractor after successful completion of their contracts, which apart from monetary benefit may add to the Contractor's qualification competing for other contracts of RGPPL.





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**Annexure-XVII**

**GENERAL ENVIRONMENTAL OBLIGATIONS TO AGENCIES**

1. Ratnagiri Gas & Power Pvt. Ltd (RGPPL) environmental policy is documented implemented and maintained at RGPPL and shall be available to all interested parties on demand.
2. We expect our business partners to adhere to the requirements of our Environmental policy, salient features of which are:
  - a. Continual improvement in its environmental performance
  - b. Control and prevention of pollution
  - c. Conservation of natural resources
  - d. Waste minimisation
  - e. Compliance with regulatory requirements
  - f. Creating environmental awareness to its employees and associates working with it.
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:
  - i. 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.
  - ii. The personnel engaged by them use the required personnel protective equipments while at work, wherever required.
  - iii. They should ensure that water, fuel and energy are used judiciously i.e. water & power points are closed/put off when not in use.
  - iv. Limit to the speed limits while driving.
  - v. 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.
  - vi. 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.
  - vii. 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.
  - viii. 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".
  - ix. 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.
  - x. Use recyclable material to the extent possible in packing.
  - xi. 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.
  - xii. 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**

- i. 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.
- ii. 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.
- iii. 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.
- iv. Wherever the workers are exposed to the hazards of failing from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line of 8 mm diameter wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS standards.
- v. 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
- vi. 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.
- vii. 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.
- viii. 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.
- ix. *The Contractor shall get healthiness of the portable electrical tools tested by Electrical Maint. Department.*
- x. 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.
- xi. 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
- xii. 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.
- xiii. In case RGPPL officials find that the employees of contractors are working in RGPPL without using appropriate safety equipment's (personal protective equipment's) RGPPL shall have a right to issue the equipment to the workers with intimation to the contractor and deduct the cost and overhead charges as mentioned in the terms of the contract.







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

**PENALTIES:**

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







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## **Annexure-XIX**

### **FRAUD PREVENTION POLICY**

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

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

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

### **5.0 REPORTING OF FRAUD:**

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





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

#### **7.0 RESPONSIBILITY FOR FRAUD PREVENTION:**

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





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**Annexure-XX**

**BANK GUARANTEE CHECKLIST**

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





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**Annexure-XXII**

**Form of Extension of Bank Guarantee**

Ref. No.:

Date:

@ \_\_\_\_\_

Dear Sirs,

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

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

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

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

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Bank Stamp)

Authorised vide

Power of Attorney No.....

Date.....

Dated .....

SEAL OF BANK

**Note:**

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





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**Annexure-XXIII**

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

To,  
Ratnagiri Gas and Power Private Limited,  
At & Post: Anjanvel,  
Taluka: Guhagar,  
Dist.: Ratnagiri - 415634  
Maharashtra.

1. 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.
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







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said Contract or securities available to Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

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

In presence of WITNESS

1.....

For and on behalf of (the Bank)

Signature

Name & Designation.....

2.....

Authorization No.....

Date and Place.....

Bank's Seal

**NOTE:**

- a) \*This sum shall be **three percent (03%) of the Contract Value.**
- b) 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
- c) List of acceptable scheduled commercial banks is given in the tender document.





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**Annexure-XXIV**

**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(If mentioned in the tender document)

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

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

Ref

Bank Guarantee No.

Date -----

**To**

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

Dear Sirs,

1. In consideration of the Ratnagiri Gas and Power Pvt. Ltd., (hereinafter referred to as the 'Owner', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ----- with its Registered / Head Office at ----- (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Award Letter by issue of Owner's LOA(Work Service Order) No. ----- dated ----- for a value of Rs.----- (Rs.----- only) for ----- (scope of supply) and the same having been unequivocally accepted by the Contractor, and the Contractor having agreed to supply a Performance Guarantee for the faithful performance of the said work during defect liability period, equivalent to\* 3% 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 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





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

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

Dated this-----day of-----20----- at-----

Witness:

(Signature)

(Signature)

(Bank's Rubber Stamp)

1.....

(Name)

(Official Address)

(Name)

(Designation with Bank Stamp)

2.....

(Name)

(Official Address)

Attorney as per Power of Attorney

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

**NOTES:**

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

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





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**Annexure-XXV**

**LIST OF SCHEDULED COMMERCIAL BANKS**

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





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

<b>E.</b>	<b>OTHER PUBLIC SECTOR BANKS</b>
<b>1</b>	IDBI BANK LTD

<b>NOTE:</b>	<b>GUARANTEE FROM ANY FOREIGN BANK SHALL BE CONFIRMED BY A SCHEDULED/NATIONALISED BANK IN INDIA.</b>
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**Annexure-XXVI**

**PERFORMANCE CERTIFICATE REGARDING LABOUR PAYMENT AND STATUTORY REQUIREMENTS.**

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

Name of the Package :

Letter of Award / Contract No:

Name of the Contractor :

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

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

FOR & BEHALF of

Place

Signature

Date

Name:-

Designation:-





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**Annexure-XXVII**

**"NO DEMAND CERTIFICATE"**

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

Name of the Package :

Letter of Award / Contract No :

Name of the Contractor :

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

We \_\_\_\_\_

do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from Ratnagiri Gas & Power Project Pvt. Ltd In respect of the aforesaid LOA(work service order) No - \_\_\_\_\_ Dated \_\_\_\_\_ including amendments, if any, issued by Ratnagiri Gas & Power Project Pvt. Ltd., to our entire satisfaction and we further confirm that we have no claim whatsoever pending with Ratnagiri Gas & Power Project Pvt. Ltd., under the said contract.

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

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

FOR & BEHALF of

Place

Signature

Date

Name:-

Designation:-





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**Annexure-XXVIII**

**FORM OF DEED OF JOINT UNDERTAKING**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE  
ASSOCIATE ALONGWITH THE CONTRACTOR FOR  
----- PACKAGE FOR  
RGPPL (AS PER CLAUSE ----- OF ITEM ----- OF BDS)**

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

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

AND WHEREAS Clause -----of Item ----- of Bid Data Sheets of Bidding Documents stipulates  
that bidding is open to a bidder who meets the requirements stipulated in Clauses -----  
-----of Item ----- of Bid Data Sheet and Associates with a firm who in turn fully meets the  
stipulated requirements as per Clause ----- of Item ----- of  
Bid Data Sheets of Bidding Documents.

AND WHEREAS M/s..... (Bidder) himself does not meet  
the requirements of clause no. -----, item ----- of Bid Data Sheets  
of Bidding Documents and hence desires to associate with M/s ..... (hereinafter  
referred to as Associate).

**A)** who has executed the following works within the preceding seven (7) years as on the date of  
bid opening:

- i) a) -----  
b) -----  
ii) -----

**B. Who has achieved minimum average annual turnover in the preceding three financial  
years as on date of bid opening of Rs. -----or above in case of-----  
/Rs.----- or above in case of ----- / Rs. -----  
----- or above in case of ----- of BDS.**

And whereas a pre condition for submitting the bid, the bidder and the Associate are required to  
jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking that they  
shall be held jointly and severally responsible and bound unto the Employer for successful design,  
execution & completion of the -----works under the -----  
-----Package for its fully meeting the parameters guaranteed as per the Bidding





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Documents, in the event the Bid is accepted by the Employer resulting in a Contract (hereinafter called the "Contract").

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

NOW THEREFORE, THIS UNDERTAKING WITNESSETH AS UNDER :

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

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

Further the Associate shall ensure proper design, engineering, execution, testing and successful completion of the -----**works** in accordance with the specifications and stipulations of the Bidding Documents and if necessary the Associate shall advise the Contractor suitable modifications of design and implement necessary corrective measures to discharge the obligations under the Contract.

- (b) In the event the Contractor fails to demonstrate successful performance of the Plant as set forth in paragraph 1 above, the Associate and the Contractor shall promptly carry out all the measures at their own expense and shall promptly provide corrected designs to the Employer.
- (c) Implementation of the corrected designs and all other necessary repairs, replacements, rectifications or modifications for ----- **works** and





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payments of financial liabilities, penalties and fulfillment of all other obligations as provided under the Contract shall be the joint and several responsibilities of the Contractor and Associate.

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

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

For M/s .....

**(Collaborator/Associate)**

Witness:

1. ....  
(Signatures)

.....  
(Signature of the authorized representative)







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.....  
(Name & Official Address)

Name:.....

Designation .....

Common Seal of the Company

.....

For M/s.....

**(Contractor)**

Witness:

1. ....  
(Signatures)

.....  
(Signature of the authorized  
representative)

.....  
(Name & Official Address)

Name: .....

Designation: .....

Common Seal of the Company

.....

**Note: \* Bidder and his Collaborator / Associate to strike out whichever is not applicable.**





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**Annexure-XXIX**

**PROFORMA BANK GUARANTEE FOR ADVANCE**

(To be stamped in accordance with stamp Act)

**(Applicable only when Condition of Advance Payment is mentioned in Tender Document)**

Ref .....

Bank Guarantee No.....

Date.....

To

**Ratnagiri Gas and Power Private Limited (RGPPL)**

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/s .....with 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 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.





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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 to .....and 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 :**

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





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**Annexure-XXX**

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

**(On Non-Judicial stamp paper of appropriate value)**

**INDEMNITY BOND**

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

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

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

AND THEREFORE Indemnity Bond witness as follows:

1. That the consideration of various Equipments as mentioned in the Contract, valued at (amount in Fig).....(amount in words) .....handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes the indemnify and shall keep .....@ .....indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of Equipment etc. as per dispatch title documents handed over to the Contractor as detailed in the Schedule appended hereto. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf of .....@.....

@ fill in abbreviated name of Contractor.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ Protection and custody of the Equipment at ..... @ ..... project site against all risks whatsoever till the Equipments are duly used / erected in accordance with the terms of the Contract and the plant / package duly erected and commissioned in accordance with the terms of the Contract is taken over by ..... @ ..... . The Contractor undertakes to keep ..... @ ..... harmless against any loss or damage that may be caused to the Equipments.

3. The Contractor undertakes that the Equipments shall be used exclusively for the performance / execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

4. That ..... @ ..... is and shall remain the exclusive owner of the equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/ agents authorized by him in this regard. Further, ..... @ ..... shall always be free at all





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times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of ..... @ ..... to return the Equipments without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of ..... @ ..... as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to ..... @ ..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to ..... @ ..... against the Contractor under the Contract and under this Indemnity Bond.

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

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

#### SCHEDULE

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

**For and on behalf of**

*(Contractor's Name)*

**WITNESS:**

Signature .....  
 Name .....

Signature .....  
 Name.....

Address .....

Designation of authorized representative .....

Signature .....

Name .....

(Common Seal)

Address .....

In case of Company

Signature .....

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







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**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

**Annexure-XXXI**

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

**(On Non-Judicial stamp paper of appropriate value)**

**INDEMNITY BOND**

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

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

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

NOW THEREFORE Indemnity Bond witness as follows:

1. That the consideration of various Equipments as mentioned in the Contract, valued at (amount in Fig).....(amount in words) .....handed over to the Contractor in installments from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep .....@ .....indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of initial installment of the Equipment etc. as per details in the Schedule appended hereto. Further the contractor agrees to acknowledge actual receipt of the subsequent installments of the Equipments etc. as required by ..... @..... in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf of .....@.....
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ Protection and custody of the Equipment at ..... @ ..... project site against all risks whatsoever till the Equipments are duly used / erected in accordance with the terms of the Contract and the plant / package duly erected and commissioned in accordance with the terms of the Contract is taken over by ..... @ ..... . The Contractor undertakes to keep ..... @ ..... harmless against any loss or damage that may be caused to the Equipments.
3. The Contractor undertakes that the Equipments shall be used exclusively for the performance / execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.





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**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

4. That ..... @ ..... is and shall remain the exclusive owner of the equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorized by him in this regard. Further, ..... @ ..... shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the equipments are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of ..... @ ..... to return the Equipments without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of ..... @ ..... as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to ..... @ ..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to ..... @ ..... against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of ..... @ ..... , THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

**SCHEDULE**

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

**For and on behalf of**

.....

(Contractor's Name)

**WITNESS:**

Signature .....

Name .....

Address .....

Signature .....

Name .....

Address .....

Signature .....

Signature .....

Name .....

Designation of .....  
 authorized representative  
 (Common Seal)

In case of Company





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



**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

## Annexure-XXXII

## **Declaration on Local Content**

(To be attached with Price Bid ONLY)

Dear Sirs,

We have read the provisions of "Preference to Make In India and granting of purchase preference to local suppliers" enclosed with the Price Bid. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

- 1.0 In order to avail purchase preference, we confirm that we are a Local Supplier, and the local content included in the Items of the Subject Tender as per details given below.
- 2.0 In order to avail purchase preference, we confirm that we are a Local Supplier, and the local content included in the package is .....% of our total bid price for complete scope of work for **“AMC for vibration measurement, analysis & dynamic balancing of rotating machines”** as per details given below.

[illegible]

A certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content has been placed at Annexure-1 to this Attachment.

- 2.0 Further, we hereby confirm the following:**

Whether the bidder is presently debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 issued by Department of Industrial Policy and Promotion (DIPP)	Yes* No*	/
---	-------------	---

**\* Strike off, whichever is not applicable**



**Enquiry No.: 211300096**

**Sub: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.**

3.0 We agree to furnish any information as a proof of the above to your satisfaction as and when required.

- Note: 1)** Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.
- 2) Certificate pertaining to percentage of local content from statutory auditor or cost auditor / practicing chartered accountant or cost accountant is to be furnished in cases where the total bid price is more than INR 10 Crore

Yours truly,

Date .....

Signature.....

Place .....

Name.....

Designation .....

Name of Bidder .....

Seal.....







**रत्नागिरी गैस एवं पावर प्राइवेट लिमिटेड**  
**एनटीपीसी लिमिटेड की एक सहायक कंपनी**  
**Ratnagiri Gas & Power Private Limited**  
A subsidiary of NTPC Limited



**Subject - AMC for Vibration Measurement, Analysis & Dynamic Balancing of Rotating Machines.**

**Enquiry No. & Date :** 211300096 & 12-10-2021

**2. General Terms & Conditions**

Name of Company/Firm with complete address on which order is to be place and GSTIN(Copy of GST Certificate to be Submitted) :	
Please inform whether your company is :	MSME/NSIC/SSI (Copy of Valid Certificate to be Submitted)
Contract Period:	365 Days
GCC :	O&M
Payment Terms :	Monthly RA Bill a) For BOQ item 01: An attendance register shall be made available by agency for recording attendance of deployed manpower for payment against BOQ item 01. Payment shall be made on monthly basis against actual days of presence of the analyst, and after the submission of final reports. b) For BOQ item 02: The agency shall submit statement of deployment during off duty hours / holidays duly certified by EIC on monthly basis. Payment shall be made for no of hours of deployment during off duty hours / holidays.
Security Deposit :	Security Deposit will be deducted @03% at the time of making any payment to agency for the work done under the Contract. The amount deducted towards SD will be released 100% with final bill.
Variation :	As per GCC O&M.
Terms and Conditions :	1. Period of contract: Contract period shall be 365 days from the date of issue of work service order/LOI whichever is earlier. 2. Deviation: The Contract may be extended for a period upto three (3) months on same Terms and Conditions of the Contract. Engineer-In-Charge (EIC) reserves the right to foreclose the Contract before completion of extended time period.

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

**Vendor's stamp & Signature**



RGPPPL SITE Post RGPPPL Anjanwel, Taluka Guhagar Ratnagiri-415634 Maharashtra  
Tel - +91-2359 - 241104,241134,241133,241012



**रत्नागिरी गैस एवं पावर प्राइवेट लिमिटेड**  
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**Subject - AMC for Vibration Measurement, Analysis & Dynamic Balancing of Rotating Machines.**

**Enquiry No. & Date :** 211300096 & 12-10-2021

**3. Scope of work and Technical Specification**

**Scope Of Work :**

The Scope of work includes the vibration monitoring and analysis of equipments broadly listed below, as per special terms and conditions of the work.

- Deployment of resident vibration analyst at site for all days during the contract period.
- Vibration analyst shall be available at RGPPPL site during working hours (08 hours per day)
- Analyst shall be available on call even after normal working hours / Sundays / holidays as per the requirement to be decided by EIC.
- Total number of Equipment's: Approximately 370 including standby;

Approximately 150 number of equipment' under vibration analysis on Monthly basis.

However, agency has to carry out vibration analysis of all the equipment as per site requirement to be decided by EIC.

- Routine Vibration data to be captured and submitted to EIC with all spectrums including analysis and recommendations as per frequency and format as decided by EIC.
- Online vibration measurement of Gas turbine and steam turbine using installed vibration monitoring system / pickup on monthly basis or as per requirement and submit the report as per the format to be decided by EIC.
- Submission of monthly equipment status report and vibration analysis report as per the format to be decided by EIC.
- Dynamic Balancing also to be carried out as per requirement.
- Data to be captured through BNC cable as per requirement.

Indicative List of Major Equipment's for Vibration Monitoring:

1. Gas Turbine and its auxiliary drives.
2. Steam Turbine and its auxiliary drives.
3. Cooling Towers fans its auxiliary drives
4. Circulating Water Pumps of CT-1, CT-2 and CT-3.
5. Intake-CT Makeup Water Pumps and its auxiliaries.
6. DM Plant: - Phase-1 and Phase-2 -all Equipments.
7. Fuel handling systems- Drives.
8. EWR Pump house- Drives.
9. Housing Colony Treatment Plant- Drives
10. Chiller Water Systems- Drives
11. SWRO Drives
12. Electro chlorination Drives

Total number of Equipments including standby is approximately 370.

**1 ) 7723120057 - AMC for Vibration monitoring**

Vibration analysis and Monitoring of Equipment at RGPPPL

**2 ) 7723120066 - Vibration Monitoring by AMC for Off Duty Hours/Holidays**

Vibration analysis and Monitoring of Equipment at RGPPPL Site for Off Duty Hours/Holidays

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

**Vendor's stamp & Signature**



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

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



**रत्नागिरी गैस एवं पावर प्राइवेट लिमिटेड**  
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**Subject - AMC for Vibration Measurement, Analysis & Dynamic Balancing of Rotating Machines.**

**Enquiry No. & Date :** 211300096 & 12-10-2021

**4. Special Terms & Condition**

- a) Vibration Analyzer: It should be dual channel vibration analyzer, suitable for taking the route data and capable of downloading to the laptop having professional vibration analysis and balancing software.
- b) Capturing vibration data through BNC Connector: It should be able to capture the online vibration available at the GT/ST/BFP/Lube oil pumps vibration monitoring system through BNC connector (Agency has to bring BNC connector cable to suit our BNC).
- c) Qualification and experience requirement for Resident vibration Analyst:
1. Minimum technical qualification of Diploma/BE/BTech in Engineering
  2. Industrial experience of 02 years in the field of vibration monitoring, analysis and shall be able to do dynamic balancing of rotating machines.
- d) Reports:
1. Daily report: The agency will have to submit "preliminary report" immediately after the completion of the work at the end of the day, the report should have all captured vibration readings data. For the equipment which are in CRITICAL/MARGINAL status report should include the recommendations in the format provided by EIC.
  2. Monthly online vibration monitoring report: The agency will record the online vibration monitoring data as detailed in scope of work and submit report as per format provided by EIC.
  3. Monthly Equipment status report: Agency has to submit a summary report showing the conditions of all the equipment's like normal/ marginal / critical along with last date of vibration monitoring in the format to be provided by EIC.
  4. Monthly offline vibration analysis report: Monthly analysis report to be prepared and submitted equipment wise for which vibration monitoring has been carried out during the month. The report should contain status (normal/marginal/critical), overall vibration values, FFT charts, analysis and observations, recommendations. The report has to be submitted as per format provided by EIC. This report should be submitted in editable format (in word / Excel format). The report should be explicit enough, so as to allow maintenance person to easily implement the recommendations.
  5. Equipment wise historical data: The agency has to submit equipment wise historical vibration data on monthly basis as per the format to be provided by EIC.
- e) Deployment of manpower:
1. Agency shall deploy one vibration analyst who shall be available at site on all days including Sundays and Holidays.
  2. Normal working hours will be 8 hours per day in general shift for which payment shall be made as per the rate described in item no 1 of BOQ.
  3. Analyst shall be available on call even after normal working hours as per the requirement to be decided by EIC for which payment shall be made as per the rate described in item no 2 of BOQ.
  4. In case of requirement during Sundays and Station General holidays, analyst will be called at any time for which payment shall be made as per the rate described in item no 2 of BOQ.
  5. If the vibration analyst leaves from the station on personal leave or any other reason, the agency shall arrange the replacement for the period of his absence. However, the analyst substituting the resident analyst should fulfil the requirement as specified in clause (c) of special terms and conditions as mentioned above.
  6. If the performance of the deployed manpower is not found satisfactory; agency has to deploy alternate manpower as per direction of EIC.
  7. It is expected that the resident vibration analyst once deputed at site will continue for the total period of the contract. However, In case exigencies if the agency wants to change resident vibration analyst within the contract period the same shall be done with prior notice and approval by EIC.
- f. Price reduction schedule:
1. Mobilization Period: The contractor shall be given a notice of fifteen days for starting the work from the date of issue of work service order. If contractor fails to turn up for the job within the notice period, RGPPL shall deduct @1% of the contract value.
  2. Non-deployment of any services on any day by the agency, payment shall be deducted 1.5 times of the BOQ rate (item no. 01)
- g. Safety: The agency shall be fully responsible for the safety of his personnel and shall take all necessary measures to prevent any accidents. All necessary PPE's will be provided by the agency.
- h. Accommodation: Suitable accommodation for the resident vibration analyst will be provided by RGPPL on chargeable basis as available at site and Canteen facility (at Savitri Bhavan) shall be provided on payment basis.

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

**Vendor's stamp & Signature**



RGPPL SITE Post RGPPL Anjanwel, Taluka Guhagar Ratnagiri-415634 Maharashtra  
Tel - +91-2359 - 241104,241134,241133,241012



**रत्नागिरी गैस एवं पावर प्राइवेट लिमिटेड**  
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**Ratnagiri Gas & Power Private Limited**  
 A subsidiary of NTPC Limited



**Subject - AMC for Vibration Measurement, Analysis & Dynamic Balancing of Rotating Machines.**

**Enquiry No. & Date :** 211300096 & 12-10-2021

**\* UM Code-UM Description**

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

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

**Vendor's stamp & Signature**



RGPPPL SITE Post RGPPPL Anjanwel, Taluka Guhagar Ratnagiri-415634 Maharashtra  
 Tel - +91-2359 - 241104,241134,241133,241012

Tender Inviting Authority: C&M Department

Name of Work: AMC for vibration measurement, analysis & dynamic balancing of rotating machines.

Contract No: 211300096

Name of the Bidder/ Bidding Firm / Company :										
PRICE SCHEDULE										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )										
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	HSN/SAC	BASIC RATE In Figures To be entered by the Bidder Rs. P	GST (In %)	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	7	13	14	53	54	55
1	AMC for Vibration monitoring: Vibration analysis and Monitoring of Equipment at RGPPL.	7723120057	12.000	Month				0.00	0.00	INR Zero Only
2	Vibration Monitoring by AMC for Off Duty Hours/Holidays: Vibration analysis and Monitoring of Equipment at RGPPL site for off Duty hours/Holidays	7723120066	96.000	Hours				0.00	0.00	INR Zero Only
Total in Figures								0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only								

