



NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

NOTICE INVITING TENDER

NO. RGPPL/C&M/CS-2561/OT-72

“Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.”

BOD: 06/02/2018



NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Dear Bidders,

15/01/2018

Please find enclosed one complete set of Tender Document for the work of "Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module" in the following order, with a request to submit your Bid after necessary compliance:

| Sr. No. | Contents | Page No. |
|---------|--|----------|
| 1) | Notice Inviting Tender (NIT) | 2-5 |
| 2) | Instruction to Bidders - Section A | 6-17 |
| 3) | Qualifying requirement & Checklist - Section B | 18-21 |
| 4) | Scope of Work - Section C | 22 |
| 5) | Terms and Conditions of Contract - Section D | 23-27 |
| 6) | Bill of Quantity - Section E | 28-29 |
| 7) | Safety & Environmental obligations - Annexure I/II | 30-32 |
| 8) | Deviation Statement by the Bidder- Annexure III | 33 |
| 9) | Performa of Bidder's proposal - Annexure IV | 34 |
| 10) | Performa of Letter of Undertaking - Annexure V | 35 |
| 11) | Certificate on Important condition of Bidding - Annexure VI | 36 |
| 12) | Performa of Letter of Authority for Attending Bid Opening - Annexure VII | 37 |
| 13) | Performa of BG for EMD - Annexure VIII | 38-39 |
| 14) | Form of Extension of BG - Annexure IX | 40 |
| 15) | BG Checklist - Annexure X | 41 |
| 16) | Performa of BG for Contract Performance - Annexure XI | 42-43 |
| 17) | List of Banks acceptable for Bank Guarantee - Annexure- XII | 44-45 |
| 18) | Fraud Prevention Policy & Form for its acceptance - Annexure XIII | 46-49 |
| 19) | RTGS Format - Annexure XIV | 50 |
| 20) | Vendor Information Form - Annexure XV | 51 |
| 21) | Final Check List - Annexure XVI | 52 |
| 22) | Contract Closing form (CCP-9 & CCP-10) - Annexure XVII | 53-54 |
| 23) | Proforma of Certificate from the CEO/CFO of the Company - Annexure XVIII | 55 |

Bidders are requested to draw special attention to the following clauses; Deviations against these clauses shall not be acceptable to RGPPL. Offer consisting of any deviations with respect to these clauses shall be liable to be treated as **NON-RESPONSIVE** and may be rejected.

- a. EMD.
- b. Terms of Payment.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

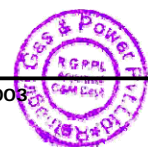
Page 2 of 55

Regd Office: NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110008

Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415 634, Maharashtra, India.

Corporate Identification Number: U40105DL2005 PTC 138458 Website Address: www.rgppl.com

Tel no: 02359 241134, email id: amrita.sharma@site.rgppl.com ; dipak.patil@site.rgppl.com





Ratnagiri Gas & Power Private Limited (RGPPPL)

NIT No.: RGPPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

- c. Penalty Clause.
- d. Contract Performance Guarantee.
- e. Contract Termination Clause.
- f. Fraud Prevention Policy.
- g. Safety & Environmental obligations to contractor.

Your prompt & proper response to our Tender Notice shall be highly appreciated.

Thanking you,

Yours faithfully,
For & on behalf of RGPPPL

Encl: As above

Sr. Mgr. (C&M)

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

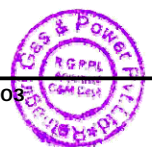
Page 3 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

| [Domestic Competitive Bidding (DCB)] | |
|---|--|
| NIT No.: RGPPL/C&M/CS-2561/OT- 72 Date: 15/01/2018 | |
| Tender Reference | RGPPL/C&M/CS-2561/OT-72 |
| Name of work | Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module. |
| Bidding System | Two Parts Bidding (04 Envelopes Systems) |
| Tender Document fee. | A complete set of Bidding Documents may be purchased by any interested prospective Bidder on the submission of a written application to the below mentioned office and upon payment of a non-refundable fee of Rs. 1260/- (Rupees One Thousand Two Hundred Sixty Only) (inclusive of GST@12%) in the form of a Demand Draft in favour of "Ratnagiri Gas and Power Private Limited" payable at Chiplun . Bidders may also download the tender enquiry documents from the web site www.rgppl.com and submit its tender by utilizing the downloaded document, along with the required non-refundable tender fee as mentioned above. The bidders must submit the above-mentioned tender document fee (in separate envelope with technical bid) along-with its tender failing which the tender submitted by the bidder shall be rejected. |
| Tender Opening details: | <p><u>Envelope-I (PART-A)</u> <u>It must consist of 03 envelopes containing following:</u></p> <p>Part i) Tender Fees (if tender document not purchased from RGPPL)</p> <p>Part ii) EMD</p> <p>Part iii) Shall consist of supporting documents against the Qualifying Requirement, Letter of Undertaking, Certificate on important conditions of bidding, Technical offer, duly signed & stamped our tender document and other necessary documents as per tender document etc.</p> |
| | <p><u>Envelope-II (PART-B)</u> Shall consist of Price Bid only</p> |
| Envelope & Dispatch | The outside of the envelope should clearly indicate the Envelope no I or II, Name of the Bidder and his Address . In addition, the left hand corner of the envelope or container should indicate the Name of the work, TENDER NUMBER, BID OPENING DATE AND TIME . The Bidder has the option of sending the bid by Speed/Registered Post, in person only. Bids sent through any other media may not reach us within the schedule time. RGPPL takes no responsibility for delay, loss or non-receipt of tender documents within the stipulated date & time. Bids submitted by any other mode may not be accepted. |
| Special Privileges for SSI units | NSIC/SSI units having valid registration under NSIC/SSI for the items mentioned in Bill of Quantity shall be exempted from Tender Fees & EMD up to the monetary limit for which unit is registered with NSIC/SSI |

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

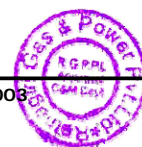
Page 4 of 55

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| | |
|---|---|
| <p>Earnest Money Deposit (EMD)</p> | <p><u>Earnest Money Deposit (EMD): Rs. 28,000/- (Rs. Twenty Eight Thousand Only)</u></p> <p>The EMD shall be made payable without any condition to the owner, the EMD shall be valid for the period of seven (7) calendar months from the date set for the opening of the technical bids. EMD of the Bidder shall stand forfeited if he/she revokes or cancels his tender after submission or vary any terms thereof without the consent of the owner within validity period of tender (06 months).</p> <p>The EMD of the successful Bidder to whom a contract is awarded will be returned after the said Bidder provides the Contract Performance Guarantee (CPG) (Format Enclosed) as required in the contract documents. EMD of all other unsuccessful Bidder's will be returned after award of contract.</p> <p>Any bid not accompanied by the EMD/Tender Fee (if tender document not purchased from RGPPPL) shall be liable to disqualify.</p> <p>No interest will be payable by RGPPPL on the EMD and CPG as may be applicable.</p> |
| <p>Acceptable form of EMD</p> | <p>Crossed Demand Draft (preferably from SBI) / Banker's cheque / Banker's Pay Order (from Nationalized Indian Bank, as per list enclosed) drawn in favour of 'Ratnagiri Gas and Power Private Limited', payable at Chiplun (Maharashtra).</p> <p style="text-align: center;">OR</p> <p>FDR from a nationalized bank in favor of RATNAGIRI GAS & POWER PVT. LTD. A/c of BIDDER.</p> <p style="text-align: center;">OR</p> <p>Irrevocable Bank Guarantee as per the prescribed format along with check list for BG (enclosed).</p> <p>VALUE OF STAMP PAPERS FOR BG's: The Bank Guarantees shall be on non-judicial stamp paper as per the Stamp Duty Act prevailing in the respective state of the bidder in the name of issuing bank only. The bidder should check & confirm the value of stamp paper from the concerned govt. authority before finalization of bank guarantee.</p> <p style="text-align: center;">OR</p> <p>Bidder may submit EMD amount through E-payment by Credit card / Debit / Net Banking etc.</p> <p>Details of account of RGPPPL is as follows:-</p> <p>Name of account Holder:- RATNAGIRI GAS & POWER PVT LTD Name of Bank :- STATE BANK OF INDIA Account Number:- 11285480852 (Current Account) Branch:- Chiplun (Maharashtra) IFS Code:- SBIN0000350 MICR Code:- 415002865</p> <p><u>If EMD amount is paid online then Bidder must sent /submit / copy of documentary evidence as proof of submission of EMD in the envelope of EMD.</u> <u>If bidder fails to submit the same his/her offer may not be considered.</u></p> |
| <p>Contract Period</p> | <p>The Maintenance Contract shall be for the period of 12 Months.</p> |

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

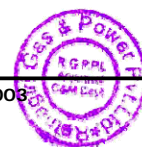
Page 5 of 55

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(Section A) INSTRUCTION'S TO BIDDERS

ABOUT THE OWNER:

- 1) M/s Ratnagiri Gas and Power Pvt. Ltd is a joint venture Company promoted by NTPC Ltd & GAIL (India) Ltd., 1967 MW combined cycle gas based Power generation plant & LNG Terminal. 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). The nearest Railway Station is Chiplun (Mumbai – Madgaon Route, KONKAN Railways).

UNDERSTANDING AND CLARIFICATION ON BID DOCUMENTS:

- 2) The Bidder is required to carefully examine the bid documents and fully inform him/herself to all the conditions and matters which in any way affect the scope of the works or the cost thereof. The bidding documents together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidders, unless deviations are specifically stated seriatim by the bidder. The deviation (if any) is to be indicated on the format “**Deviation Statement**” by Bidder for clear identification. The deviation / additional conditions mentioned at other places in the offer shall not be considered by the owner and therefore shall have “Null & Void” status. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at bidder’s risk and may result in the rejection of his bid.
- 3) If any Bidder finds discrepancies or omissions in the bid documents or is in doubt as to the true meaning of any part, he/she shall request in writing for an interpretation / clarification to owner. After receipt of such interpretations or clarifications the Bidder shall submit his bid within the time and date as specified in the bid Notice.
- 4) All such interpretations and clarifications as are issued by the RGPPPL in the form of amendment to the tender documents shall form a part of the tender documents and accompany the bid. Verbal clarifications and information given by the owner or its employees or representatives shall not in any way be binding on owner.

ASSESSMENT OF THE WORK & LOCAL CONDITIONS:

- 5) It will be imperative on the part of each Bidder to have FIRST HAND ASSESSMENT OF THE WORK and fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under those documents.
- 6) The Contractor shall inspect the site and its surroundings and shall satisfy himself of and all circumstances affecting the site and the works, the form and nature of the site, the extent and nature of the work, completion of the works, the means of communication with and transportation and access to the site, the accommodation it may require and in general all risks and contingencies influencing or affecting the works. The Contractor shall not, except as expressly provided in these conditions be entitled to any extension to any guaranteed completion date or to any adjustment of the Contract price on grounds of misinterpretation or misunderstanding of any such matter, nor shall except as so provided, it be released from any of the risks accepted or obligations undertaken by it under the Contract on the ground that it did not or could not reasonably have foreseen any matter which affects the execution of the works. Site conditions shall not



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relinquish the Contractor from any of his obligations/responsibilities to be discharged and performed under the Contract as per schedule within the Contract price. The rates quoted by the agency shall be all inclusive for provision of all incidental expenses necessary for proper execution and completion of work in full in accordance with the terms and conditions of bid documents.

LANGUAGE OF THE BID:

- 7) 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.
- 8) The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.

BIDDER'S PROFILE:

- 9) Name and Address (es) of the sole Proprietor/Partners/Board of directors and photocopy of Affidavit of Proprietorship / Partnership Deed / Memorandum of Articles of Association to be submitted.
- 10) Bidder's name stated on the proposal should be the exact legal name of the Firm.
- 11) Copies of documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership to be submitted.

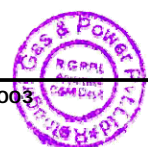
SIGNATURE ON BIDS:

- 12) The bid must contain the name, residence and place of business of the person or persons making the bid and each page of the Proposal must be signed and sealed by the Bidder with his/her usual signature. The names of all persons signing should be typed or printed below the signature.
- 13) Bid by the partnership firm must be furnished with all names of the partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 14) Corporation/Company must be signed with legal name of the corporation/company by the persons authorized to bid on behalf of such corporation/company in the matter.
- 15) **Valid evidence of authority of the person signing on behalf of the agency should be furnished along with the bid.**
- 16) Erasures or other changes in the bid documents must bear the signature of the persons signing the bid.
- 17) Bid not conforming to the above requirements of signing may be disqualified at the discretion of owner.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 7 of 55





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PRICE BASIS CURRENCIES & PAYMENTS:

- 18) The Bidder must quote the rates as required in the Bill of quantities (BOQ) for the entire scope/description of the work. Rates shall be quoted, in the prescribed BOQ separately for each item of scope of work. Bids based on a system of pricing other than that specified may be rejected. Bid Rates should be in INDIAN Rupees only and all the due payments shall be paid in INDIAN Rupees. The bill of quantities is / are to be read in conjunction with the form of tender, special conditions of contract, terms & conditions of contract, general condition of contract & drawing etc. These documents must be jointly complementary to each other & are explanatory & descriptive of the work involved in the contract.
- 19) **The rates and amount quoted by the bidder shall allow for all costs, including escalation of labour, material, transport and/or storage charges, insurance, increase in cost due to government and other charges, direct and indirect, till the work is completed in accordance with the scope of the contract.**

LATE BIDS:

- 20) Bids submitted after the time and date fixed for the receipt of bids as set out in the tender document are liable to be rejected. However, owner reserves the right to consider the delayed bid under certain circumstances.
- 21) **CLARIFICATION OF BIDDING DOCUMENTS:** A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the NIT/Tender Enquiry. The Employer will respond in writing to any request for clarification which he receives by the deadline specified in the NOT or no later than ten (10) days prior to the deadline for the submission of bid. The Employer will respond at least seven (7) days prior to the deadline for submission of bid.

CONFLICT OF INTEREST:

- 22.1 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.
- 22.2 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.

SUBMISSION OF BIDS:

- 23.1 Bid must be received by the Employer at the address referred in the NIT/Tender Enquiry/SCC, no later than the time and date stated in the NIT/Tender Enquiry. In the event of the specified last date for submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.
- 23.2 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 Clause 8.0 above, 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.

(Sign of the Bidder's Authorized Representative)

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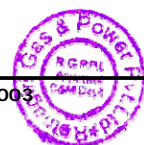
Page 8 of 55

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24) **MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BID:** The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline prescribed for bid submission. For both, Bid Modification and Bid Withdrawal, the bid submitted by the Bidder has to be withdrawn by the Bidder from RGPPL Office by making a written request to the Client to return the bid submitted on the SRM portal. A Bidder wishing to withdraw/modify its bid shall notify the Employer in writing prior to the deadline prescribed for bid submission. A withdrawal notice may be sent by mail from the registered e-mail id or post or by telefax so as to be received by the Employer before the deadline for submission of bids. The notice of withdrawal shall

- (a) be addressed to the Employer at the address named in the NIT/SPC, and
- (b) bear the NIT/Tender enquiry number, Package name, and the words "BID WITHDRAWAL NOTICE".

The Employer shall on receipt of the "BID WITHDRAWAL NOTICE" from the bidder, return the bids. Bidder in their own interest is advised to follow-up with the Package coordinator through mobile/phone also so as to have the bid returned before the bid submission deadline. The bidder can thereafter re-submit its bid within the time line specified for bid submission. RGPPL shall NOT be responsible for the inability of the bidder to submit its bid again within the time line specified. Bidders are NOT allowed to submit any modification through any letter/ e-mail/fax etc. Such communications will not be considered. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

OPENING OF BIDS:

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

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

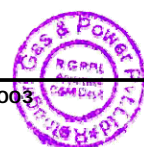
BID EVALUATION CRITERIA & COMPARISON OF BIDS:

- 26) Any bid not accompanied with the EMD shall liable to be disqualified.
- 27) RGPPL shall evaluate the qualifying requirements of each bidder as per NIT after opening of technical bid and the bids of the bidder who is not meeting the qualifying requirement shall be treated as non-responsive and the price bid shall be returned to the concerned bidder without being opened.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 9 of 55





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- 28) A non-responsive offer is one which affects in any way the Prices, Quality, Quantity or Contract Period or which limits in any way the responsibilities or liabilities of the Bidders or any rights of the owner (RGPPL) as required in these documents. However, the owner may waive off any minor informalities or irregularities in the bid.
- 29) Bid price shall mean the total price in his bid proposal schedule/BOQ for complete scope of work. The cost compensation if any because of deviations taken by the bidder on the "Deviation Statement" submitted with the bid / tender or scope deficiencies as applicable will also be taken into account for the purpose of evaluation. The overall cost arrived at in this manner shall be taken for cost comparison & final evaluation.
- 30) The evaluation criteria overrides all other similar related clauses appearing anywhere in the bid documents & such clauses are deemed to have been modified to the extent stipulated above.
- 31) **Cost compensation for declared deviation:** Deviations specifically declared by the bidder in the "Statement of Deviations" only will be taken into account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the "Statement of Deviations". Such prices declared by the bidders for the withdrawal of the deviations in the "Statement of Deviations" shall be added to the price bid to compensate for these deviations. In case prices for the withdrawal of deviations are not furnished by the bidder & the same are not acceptable to RGPPL, then agency shall withdraw the deviation to remain in evaluation process, otherwise their bid will be rejected. In case the bidder refuses to withdraw the deviations against the cost of withdrawal indicated by the bidder in the Statement of Deviations, the bid security (EMD) of the bidder will be forfeited.
- 32) If the rates/prices quoted by the successful bidder for certain items of the bill of quantities are found to be abnormally high or low in relation to the Engineer's (RGPPL) estimate of the cost of work to be performed under the contract, then RGPPL may require the bidder to produce detailed rate/price analysis for any or all items of the bill of quantities to demonstrate the internal consistency of those rates/price with the construction methods' and schedule proposed. After evaluation of rate/price analysis, RGPPL may require that the amount of the performance security be increased at the expense of the successful bidder to a level sufficient to protect RGPPL against any financial loss in the event to default by the contractor under the contract, if award is placed on successful bidder.
- 33) In the event of discrepancy between the rate given in the tender as described in words and that stated in figures, the description in Words shall prevail.
- 34) In the event of an error occurring in the amount column of BOQ as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extended Price shall be amended on the basis of the unit rate.
- 35) Notwithstanding anything above, the owner reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of RGPPL and decision of RGPPL in this regard shall be final.

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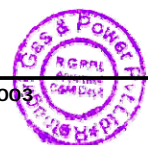
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Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

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

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

POLICY FOR BIDS UNDER CONSIDERATIONS:

- 37) RGPPL reserves the right to cancel this tender any time either in whole or in parts as the case may be and reject or accept any tender without assigning any reason thereof.

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the owner to the Bidders. When the bids are under consideration, Bidders and/or their representatives, or other interested parties are advised to refrain from contacting by any means, owner and/or its employees/ representatives on matters related to the bids under consideration. The Bidders will not be permitted to change the substance of bids, after the bid has been opened formally.

- 38) Owner is not bound to enter into any correspondence with the Bidders or his representatives on any matter or to give reason for its decisions other than as specifically stated in this document.

EFFECT & VALIDITY OF BID:

- 39) The submission of any bid connected with these documents shall institute an agreement that the Bidder shall have no cause of action of claim, against the owner for rejection of his bid. The owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the owner.
- 40) **The submitted bid shall be valid for a period of Six (6) calendar months from the actual date of opening of technical bid.**
- 41) 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 bid security for the period of the extension.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

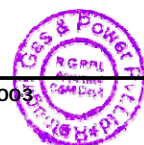
Page 11 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

AWARD OF CONTRACT:

- 42) The contract will be awarded to the best qualified and responsive Bidder's offer in the lowest evaluated bid in conformity with the requirement of these documents. The owner shall be sole judge in this regard, subject to the provisions of instructions to Bidders and other terms & conditions detailed in these tender documents.
- 43) Notwithstanding anything contained therein and without prejudice to other rights, the **owner reserves the rights to split the contract and award separate contract to two or more Bidders** in line with the terms and conditions specified in this documents.
- 44) Notification of award of Contract will be made in writing to the successful agency by the owner.
- 45) The Bidder shall be responsible and shall be bound to perform the job allocated to him at awarded rates accepted by the owner.

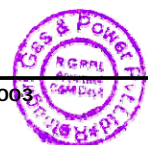
TAXES, DUTIES & LEVIES ETC.

- 46) "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.
- 47) 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.
- 48) For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
- 49) The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.
- 50) The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
- 51) In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.
- 52) 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. Owner shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.
- 53) 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.
- 54) In case of all materials identified by the Supplier and Owner to be dispatched directly from the sub-vendor's work to Owner's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Owner's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Owner during transit of the materials before the delivery of materials is taken by Owner.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 12 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

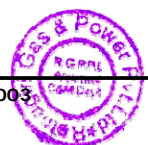
Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

- 55) 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.
- 56) Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
- 57) Owner shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
- 58) 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.
- 59) Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure. xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
- 60) The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on RGPPL due to such default.
- 61) Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.
- 62) The Owner shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- 63) Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- 64) 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 Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Oder/Contract, an equitable adjustment shall be made to take into account any such change.
- 65) The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Owner and the Bidder.
- 66) 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.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 13 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

- 67) However, during the currency of the contract, due to any new enactment of Law, any **tax and/or duty becomes payable by the owner in respect of the transaction between** the owner and the agency and it is actually paid by the Contractor to the concerned Government, then it shall be reimbursed by owner at actual cost on production of the necessary valid documentary evidence.
- 68) As regard Income-Tax, Surcharge in Income-Tax and any other corporate Taxes as applicable, RGPPL shall not bear any tax liability in respect of the contract irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of such tax, if attracted, under the provision of the Indian laws, owner shall deduct Income-Tax at source from all the payments to be made to the Contractor in accordance with the provisions of Indian Income-Tax law as applicable from time to time and deposit the same to the concerned Government authorities.
- 69) **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.

Laws Governing the Contract:

- 70) 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
- 71) **These 'INSTRUCTIONS TO BIDDERS' & Special Conditions of Contract shall form an integral part of the contract. The contract besides shall also be exclusively governed to the extent applicable by the General Conditions of Contract for O&M of NTPC available at RGPPL website www.rgppl.com & its subsequent amendments. In case of any contradiction in the clauses of GCC-O&M & other tender documents, other tender documents shall prevail. (While referring the GCC-O&M, the name "M/s Ratnagiri Gas & Power Pvt. Ltd." shall be read and understood in place of "NTPC" / "M/s National Thermal Power Corporation").**
- 72) The Bidder shall comply with all the legal requirements and obtain all necessary licenses/permissions under various applicable Laws/Acts.
- 73) Bidders not confirming to these requirements may be rejected and no correspondence whatsoever thereof shall be entertained.
- 74) In case of any violation of statutory provision under labour laws/or otherwise on behalf of the Bidder there will not be any liability on RGPPL.
- 75) 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 RGPPL indemnified in case any proceedings are taken or commenced by any authority against the RGPPL for any contravention of any of the laws, bye laws or scheme by the successful bidder. If as a result of successful

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 14 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

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.

- 76) RGPPL shall not be responsible financially or otherwise for any injury to the contractor's personnel in the course of performing the job.
- 77) The individual signing the quotation tender form or any document forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to sign/ other such person of the firms as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time the RGPPL, may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In case of registered or unregistered Partnership Firm, all the partners should sign the quotations; alternatively, if a single partner is signing the bids, he shall produce authorization letter / Power of attorney from all the partners of the firm authorizing him to sign the bids. In case where any person is signing the agreement on behalf of limited Company or firm, he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf of the company or firm.
- 78) **FRAUD PREVENTION POLICY:** "The Bidder" along with its associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of 'Fraud prevention Policy' of RGPPL displayed at website <http://www.rgppl.com>. An undertaking regarding adherence to the fraud policy shall be submitted by the Bidder along with the bid as per format provided in these documents.
- 79) **WORK PERFORMANCE:** RGPPL reserves the right to cancel the contract or to withhold the payment in the event of non-commencement within time or unsatisfactory performance of the work. In such an event RGPPL further reserves the right to get the work done at the risk and cost of the Contractor from open market or through some other bidders and the Contractor will be barred in RGPPL for a period of 2 years from participating in such type of tender in addition to forfeiture of earnest money/security deposit/contract performance guarantee, if so warranted.
- 80) **Addenda/Corrigendum /Amendment:** Addenda/Corrigendum to the tender documents may be issued prior to the date of opening of the tender to clarify or effect modification in specification and/or contract terms included in various tender documents. The Bidder shall suitably take into consideration such Addenda/Corrigenda while submitting his tender. All Addenda/Corrigenda shall be signed and stamped on each page by the Bidder and shall become part of the tender documents. In order to provide reasonable time to prospective Bidder for taking an Addenda / Corrigenda / Amendment into account for preparing his bid, the Employer may, at its discretion, extend the deadline for the submission of bid. Such extension of the deadline for the submission of bid shall be such that the time between the date of issue of Addenda/Corrigenda/Amendments and the date of bid opening is at least seven (7) days.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

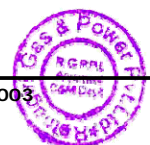
Page 15 of 55

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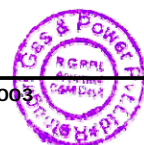
Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

- 81) **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 Supplier of Goods / Services may note the above and quote their prices accordingly.
- 82) 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.
- 83) **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 supplier or his authorized representative.
- 84) 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.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 16 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

85) 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 e furnished by the successful Bidder to the Employer. 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.

86) 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.

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

87.1 Employer at its discretion may organize a pre-bid conference with the prospective Bidders who have purchased/downloaded the Bidding Documents/issued the tender enquiry. 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 fifteen (15) days prior to the said pre-bid conference unless otherwise fixed or informed in the IFB.

87.2 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 one week before the pre-bid conference. It may not be practicable at the conference to answer the questions which are received late.

87.3 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.

87.4 Non-attendance of the pre-bid conference will not be a cause for disqualification of a Bidder or his bid

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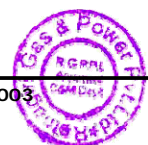
Page 17 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

(Section -B)

Pre Qualification Requirement/Criteria

Qualifying Requirements for the Agency:

1. The bidder should have at-least two (02) years experience in providing maintenance support for FINMAT System.
2. The bidder should have executed either of the following within preceding seven (07) years reckoned as on the date of techno-commercial bid opening.
 - a. **One** similar work of value not less than **INR 11.20 Lacs.**

OR

 - b. **Two** similar works of value not less than **INR 7.00 Lacs each.**

OR

 - c. **Three** similar works of value not less than **INR 5.60 Lacs each.**

Note:

- Similar works means "**Maintenance Support for FINMAT System**".
 - 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 date of opening of techno-commercial bid as certified by the client shall be considered.
3. The average annual turnover of the bidder in the preceding three (03) financial years as on date of techno-commercial bid opening **shall not be less than INR 14.00 Lacs.**

Note:

- Other income shall not be considered while computing annual turnover.
 - In case where audited results for the last financial year are not available as on the date of techno-commercial 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 document stating that financial results of the company are under audit as on the date of Techno-commercial bid opening and the Certificates from the practicing Chartered Accountant certifying the financial parameters is not available.
4. The bidder should have valid PAN and GST registration.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 18 of 55





Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

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

Documents Required

- A. Copy of Letter of Award/ work order along with completion certificate/ performance certificate, out of which at-least one should be more than two (02) years old, clearly mentioning completion period and value of executed work in Support of Para 1 & 2 above. Certificate from client as described under notes of para 2 shall also be provided wherever required.
- B. Copies of audited Balance Sheet and Profit & Loss Account Statement confirming the turnover for preceding three financial years in support of para 3 above. Certificate from practicing Chartered Accountant or CEO/CFO as described under notes of para 3 shall also be provided wherever required.
- C. Copy of PAN Card and GST Registration Certificate in support of Para 4.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 19 of 55

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Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

ANNUAL TURNOVER STATEMENT:

The bidder shall indicate his annual turnover for minimum last three years based on the audited balance sheet and profit & loss account statement.

| FINANCIAL YEAR | ANNUAL TURNOVER (Rs.) | Ref PAGE No. |
|----------------|-----------------------|--------------|
| 2016-2017 | | |
| 2015-2016 | | |
| 2014-2015 | | |

PAN NO. & GST NO.:

| Description | No. | Ref Page no. of Document enclosed in support of QR |
|----------------------|-----|--|
| PAN NUMBER | | |
| GST REGISTRATION NO. | | |

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 2016-2017 Audited Balance Sheet(s) and Profit & Loss Account(s) for FY 2015-2016 Audited Balance Sheet(s) and Profit & Loss Account(s) for FY 2014-2015 | |
| 2 | Letter of award (LOA) / Work order executed & documentary evidence in support of successful execution provided by client. | |
| 3 | PAN No. GST Registration certificate. | |

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 20 of 55

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Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

DETAILS OF SIMILAR CONTRACT EXECUTED IN ACCORDANCE TO

QUALIFYING REQUIREMENT DURING PAST SEVEN YEARS

| Sr. No | Description of the Work & Type of Industry where contract executed | Work Order Ref. No. | Location of the work | Full postal address and phone no. of client | Value of contract | Date Of Commencement Of Contract | Contract Period (in Months) |
|--------|--|---------------------|----------------------|---|-------------------|----------------------------------|-----------------------------|
| | | | | | | | |

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 21 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

(Section- C)

Scope of Work

The Maintenance of the Application Software based on Oracle 10g will cover the following under the scope of work.

- I. Maintenance and Support for all Financial Accounting Modules, Materials Management Modules, System Admin Modules and any related module incorporated under the Software package FINMAT.
- II. Software Maintenance of FINMAT under Oracle 10g RDBMS, Oracle Application Server 10g and Oracle Forms & Reports 10g.
- III. Database administration activities like consistence checks, reconfiguration, updating etc. required will be carried out for upkeep of the system by maintenance engineer.
- IV. Daily, weekly, quarterly cartridge DAT/DVD/CD backup of data and programs need to be taken. Maintenance engineers have to maintain regular liaison with RGPPL user departments.
- V. Any major software bug/defects in FINMAT need to be rectified within three working days from the date of reporting the defect/bug. However any other minor bugs need to be attended on daily basis.
- VI. In case of system crash, the agency has to recover and restore database to the point just before crash within single day and re-establish the FINMAT applications functionality. RGPPL responsibility will be limited to providing necessary hardware backup only.
- VII. FINMAT maintenance also covers development of additional screens, reports that will be required by end user for better utilization of the system.
- VIII. Minor modification due to statutory requirement / government regulation.
- IX. Monitoring of space usage (data base), data base tuning and deletions of authorizations of transferred / retired employees shall be done periodically.
- X. Agency has to provide up gradation, reconfiguration, and data consistency checks as required to upkeep the system.
- XI. Agency has to maintain all the audit logs and has to furnish the relevant audit logs as and when required.
- XII. A ready to use dummy server having latest data (Not earlier than 2 days) shall be maintained on normal PC (which shall be provided by RGPPL). In case of crash/emergency, the above mentioned PC shall function as server.
- XIII. Agency should co-ordinate the periodic cleaning of 'Master Tables' with the user departments.
- XIV. No user shall be granted access (Including read) to the role/frame other than the authorized role/frame.
- XV. Use of any unlicensed/pirated software/applications either in connection with maintenance of FINMAT application or in general is strictly prohibited. Agency is responsible for the violations whatever so caused.
- XVI. Data generated is the exclusive property of RGPPL. Theft / sharing / alteration / destruction of data are strictly not allowed.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

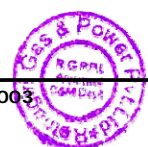
Page 22 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

(Section - D)

Special Terms & Conditions of Contract

1. Vendor shall deploy two Maintenance engineers who should be available at site from Monday to Saturday on normal office hours followed at site. Engineers shall be available on call, round the clock on above days, for any emergency.
2. In case the Maintenance Engineer leaves RGPPL site for more than 2 days, the vendor should arrange the replacement of the Maintenance Engineer. The non deployment of replacement for more than two days, a penalty shall be levied @ Rs 1000/- per engineer/day.
3. Maintenance Engineers should be B.Tech (CSE / IT / MCA) & well versed in ORACLE 10g and LINUX with minimum of one years of maintenance/development experience in Oracle Forms & Reports 10, PL/SQL and oracle 10g/latest DB administration.
4. The engineers will be providing support services as given under scope of work.
5. Suitable accommodation for the Maintenance Engineer may be provided by RGPPL on chargeable basis and Canteen facility shall be provided on payment basis.
6. The contract will commence as per EIC instruction.
7. In case, the agency deviates from Sl. No. V & VI of scope of work Rs. 2000/- per day of FINMAT unavailability will be deducted from quarterly bill as penalty.
8. If required the contract may be extended for further 3 months at the sole discretion of the Engineer –In –Charge at the same Rate, Terms & Conditions.
9. If required the contract may be terminated by EIC after issuing a one month notice.
10. At the end of the contract period the agency shall share all the software related details to the satisfaction of EIC.
11. Expert visit shall be done by Senior Expert of the agency in every 3 months to resolve the pending issues. In case of unavailability of Senior Expert, penalty will be levied @ Rs 500/- per day after 15 days from the completion of 3 months.
12. The worksheet/Logs shall be submitted by the agency along with details of work undertaken through email.
13. The report shall be submitted by agency on the visit of senior Expert after every third month incorporation of resolution of pending issues.
14. **Payment Terms:** The payment shall be made on quarterly basis against the submission of original invoice and duly certified by the Engineer-In-Charge.
15. **Contract Period:** The Maintenance Contract shall be for the period of **12 Months**.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

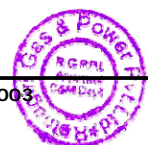
Page 23 of 55

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Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

16. Other Terms & conditions:

i) COMPLIANCE OF LABOUR LAWS:

The Contractor shall be liable to make payment to all the employees / personnel working for the contract and make compliance with prevailing provisions of labour laws. If the OWNER, 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 Owner.

ii) **CO-OPERATION WITH OTHER AGENCIES:** The Contractor & its personnel shall fully cooperate with other contractor's person working at the owner's site to avoid any hindrance to the smooth progress of ongoing works.

iii) **Gate Pass/Identity Cards:** The contractor shall issue photo entry pass for their personnel to be deployed inside plant, which they shall be required to display prominently during the period of their stay within the company premises. The contractor shall obtain proper gate pass for entries and exists of all materials and equipments inside the plant. **For gate pass 'Non Criminal Certificate' along with photo id proof may be required.**

iv) **SUSPENSION & TERMINATION OF WORK:** In the event that the progress of execution is found below acceptable time schedule and the contractor is not able to improve despite the three repeated notice, the owner shall have the right to suspend / terminate the order by giving a notice of 15 days. Suspension of work shall be governed as per Clause 12 of General Condition of contract (NTPC/RGPPL) & cancellation of contract in Part or Full shall be governed as per Clause 41 of General Condition of contract (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 as per **Annexure-I**, in addition to the "SAFETY CODE" of NTPC displayed at RGPPL website www.rgppl.com (while referring the SAFETY CODE, the names NTPC Ltd/National Thermal Power Corporation shall be replaced & read by name Ratnagiri Gas & Power Pvt. Ltd) & specific instructions of RGPPL Safety-in-Charge.

vii) **General Environmental obligations:** Agency shall STRICTLY follow and FULLY comply with the RGPPL's General Environmental Guidelines as per **Annexure- II**.

viii) **SUB-LETTING OF CONTRACT:** No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person/firm or organization.

(Sign of the Bidder's Authorized Representative)

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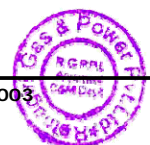
Page 24 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

- ix) **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.
- x) **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.
- xi) **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.

- xii) **HANDING OVER OF SITE:** Efforts will be made by the Owner 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, the Owner shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the Owner shall not consider any other compensation whatsoever. The Owner 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.
- xiii) **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.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

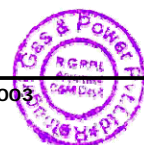
Page 25 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

xiv) **Contractor's Responsibility:**

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

xv) **Water Supply:** RGPPL will provide free of cost at a single point only.

xvi) **Power Supply:** RGPPL will provide free of cost at 50 Hz single phase and 3 phase supply at a single point only.

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

xviii) The consumables brought by the agency shall be in good condition and of good quality and brand.

(Sign of the Bidder's Authorized Representative)

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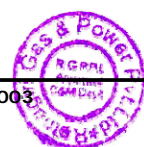
Page 26 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

- xix) **General Conditions of Contract (GCC-O&M):** The contract shall also be governed as per GCC-O&M (NTPC), displayed at RGPPL website (www.rgppl.com) to the extent applicable. In case of any contradiction between GCC-O&M and LOA, LOA shall prevail. (While referring the GCC-O&M, the names NTPC Ltd / National Thermal Power Corporation Ltd shall be replaced & read by the name M/s Ratnagiri Gas & Power Pvt. Ltd.).
- xx) **All payments to the employee are to be done through online payment only.**
- xxi) **Dispute and Arbitration:** The agencies hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the Contract amicably. The decision of the Officer-In-Charge shall be binding on the agency. In case of any dispute or difference it shall be resolved through arbitration for which Head of RGPPL site shall be the **arbitrator**. However in the event of non acceptance by the agency, any third party arbitrator shall be appointed by mutual agreement. In the event of litigation, the court at Mumbai shall have the jurisdiction over the same.
- a) In case of any violation of statutory provision under labour laws/or otherwise on behalf of the agency there will not be any liability on RGPPL.
- b) In case of breach of any of the terms of agreement, the security deposit of the agency is liable to be forfeited. Any sum of money due, is payable to the agency including the security deposits refundable to him under the contract, can be appropriated by RGPPL against any amount which the agency may owe to RGPPL.

In the event of a dispute arising out in connection with the interpretation of any clause in the terms and condition of the contract, agreement, or otherwise the decision of **GM, RGPPL** will be final and binding.

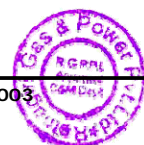
SPECIAL CONDITIONS ON COVERAGE OF EMPLOYEES PROVIDENT FUND

- 1.0 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.
- 2.0 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.
- 3.0 The agency shall be liable to deduct the PF contribution from his Employee and deposit the contribution (Employees & Employers both) to the concerned Regional Provident Fund Commissioner before 15th day of every calendar month falling which RGPPL will take necessary action as deemed fit.
- 4.0 After disbursement of wages (preferably through bank payment), the agency shall submit certified copy of the wage sheet bank payment schedule to Officer-in-Charge latest by 15th day of every calendar month for determination of Provident Fund Liability and other statutory obligations.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 27 of 55



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Ratnagiri Gas & Power Private Limited (RGPPPL)

NIT No.: RGPPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

(Section - E)

Price Schedule/BOQ/SOR:

| Sr. No. | Description | Unit | Qty | Rate Per Day (Rs.) | | Total Amount (Rs.) |
|---|--|------------------------------|------|--------------------|----------|--------------------|
| | | | | In Fig. | In Words | |
| | A | B | C | D | | E=C*D |
| 1 | Maintenance Support Engineer for materials module of the Application Software (FINMAT) based on Oracle 10g and LINUX Background. | Per Person Per Month | 12 | | | |
| 2 | Maintenance Support Engineer for Finance module of the Application Software (FINMAT) based on Oracle 10g and LINUX Background. | Per Person Per Month | 12 | | | |
| 3 | Visit of one Senior Expert at RGPPPL site in every 3 months to resolve the pending issues. | One Expert person for 2 days | 4 | | | |
| SAC Code: | | Applicable GST | In % | | In Rs. | |
| Total of Part-1 including GST (in Rs.) | | | | | | |

Total Amount including GST:

(In figure)

(In words)

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 28 of 55

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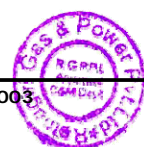
Notes:

1. In the event of discrepancy between the rate given by the tender as described in words and that stated in figures, the description in Words shall prevail.
2. Rates to be quoted both in figures and words. In case, the rate is not quoted in words, RGPPPL reserves the right to reject the bid.
3. Evaluation shall be made on package basis.
4. In the event of an error occurring in the amount column of Price Schedule as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extended Price shall be amended on the basis of the unit rate.
5. Agency shall clearly mention the taxes, duties & levies applicable over their quoted rates, in case nothing is mentioned, quoted rates shall be construed as inclusive of all taxes, duties & levies. No Post BID request shall be entertained. As regard to income tax, Surcharge on Income-Tax and any other corporate Tax, owner shall not bear any tax liability & as per the provisions of the Indian laws, owner shall deduct Income-Tax at source from all the payments to be made to the Contractor in accordance with the provisions of Indian Income-Tax law as applicable from time to time and deposit the same to the concerned Government authorities.
6. These bidding documents together with all its attachments / enclosures thereto, shall be considered to be read, understood and accepted by the bidders, unless deviations are specifically stated seriatim by the bidder. The deviations (if any) are to be indicated only on the Format "**Deviation Statement**" for clear identification. However if any additional conditions / variations are found in the proposal documents other than those stated in the deviations statement & those pertaining to any rebates offered, will not be given effect to. Any deviation will be loaded over & above the quoted price as per the standard RGPPPL norms to arrive the bidder position for contract finalization.
7. The BOQ indicated is as envisaged. However the executions of all the quantities in BOQ are not binding to RGPPPL.
8. Increase or decrease in execution of BOQ will not affect the price of quantity executed.
9. HSN & SAC code to be filled by agency while quoting bid.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 29 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-I

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 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.

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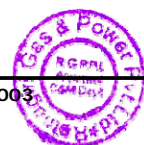
Page 30 of 55

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Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415 634, Maharashtra, India.

Corporate Identification Number: U40105DL2005 PTC 138458 Website Address: www.rgppl.com

Tel no: 02359 241134, email id: amrita.sharma@site.rgppl.com ; dipak.patil@site.rgppl.com





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

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 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.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 31 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-II

GENERAL ENVIRONMENTAL OBLIGATIONS TO AGENCIES

1. Ratnagiri Gas & Power Pvt. Ltd (RGPPL) is implementing its environment Management System in line with ISO-14001 standards. The 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.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 32 of 55

Regd Office: NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-III

DEVIATION STATEMENT BY BIDDER

The following are the deviations and variations from and exceptions to the specification and bidding document for “**Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.**” These deviations and variations are exhaustive. Except for these deviations and variations, the entire work shall be performed as per RGPPL’s Specification and Documents. Further, we agree that additional conditions, variations, if any found in the proposal documents other than those stated in this deviations schedule, save those pertaining to any rebates offered, shall not be given effect to.

| Sr. No. | Ref. Clause No. | Details of Deviation Taken | Cost to Withdrawal of Deviation |
|---------|-----------------|----------------------------|---------------------------------|
| | | | |

Signature of BIDDER

Name

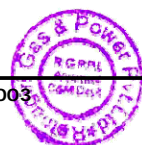
Designation

Company Seal

(Sign of the Bidder’s Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 33 of 55





Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-IV

BIDDER 'S PROPOSAL (On Company's Letter Head)

Date:

BIDDER 's Proposal Ref.:

BIDDER's Name and Address

Phone No. _____

Mobile No. _____

Fax _____

To,
DGM (C&M)
Ratnagiri Gas & Power Pvt. Ltd.,
Ratnagiri Gas & Power Project,
At: Anjawel, Tal. Guhagar,
Dist.: Ratnagiri - 415 703.

Dear Sir,

Sub.: Proposal for the Work of _____

Due for opening on _____ against your tender
No. _____

We the undersigned Bidder having read and examined in detail the tender documents for the subject work to be carried out against your above referred tender enquiry do hereby submit this proposal. We declare that the letter of award if awarded to us shall be strictly executed in accordance with your tender documents except for the variations and deviations all of which have been detailed out exhaustively in the deviation statement and attached to the proposal. We agree that any additional conditions if found in the proposal other than those stated in deviations schedule except those pertaining to any rebate offered shall not be given effect to. We also confirm that our offer shall remain valid for a period of 180 days from the date of opening of the tender.

We further confirm that the price schedule has been fully filled, signed and stamped and has been enclosed with this proposal. We also confirm compliance with the completion period indicated in the tender documents.

Thanking you,

Yours faithfully,

(SIGNATURE OF THE BIDDER)

Name

Designation

Company Seal

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 34 of 55

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

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Tel no: 02359 241134, email id: amrita.sharma@site.rgppl.com ; dipak.patil@site.rgppl.com





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

(Annexure-V)

PROFORMA OF LETTER OF UNDERTAKINGS

(To be submitted by the Bidder along with his Bid)
(To be executed on non-judicial paper of requisite value)

Ref.:.....

Dated:

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

Dear Sirs,

1. I*/We* have read, examined & understood the complete bid documents relating to the work of "Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module."
2. */We* hereby submit our Bid and undertake to keep our Bid valid for a period of six (6) months from the date of opening of bid i.e. upto I*/We*.....hereby further undertake that during the said period I*/We* shall not vary/alter or revoke my*/our* Bid.
3. This undertaking is in consideration of RGPPL agreeing to open my/our Bid and consider and evaluate the same for the purposes of award of Work in terms of provisions of clause entitled "Award of Contract" section in the Bid Documents. Should this Bid be accepted, I*/We* also agree to abide by and fulfill all the terms, conditions and provisions of the above mentioned bid documents.

Signature along with Seal of Company

.....
(Duly authorized to sign the Tender on behalf of the BIDDER).

Name.....

Designation

Name of Co

Witness

(in block letters)

Signature

Date & Postal Address

Date.....

Name & Address

Telephone.No.....Fax. No.....

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

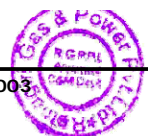
Page 35 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-VI

Certificate of Acceptance of Important Conditions of Bidding

(To be submitted on BIDDER's Letter Head)

With reference to the Tender No.: RGPPL/C&M/CS-2561/OT-72 for the work of "Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module", I/we hereby confirm that I/we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of the clauses are acceptable to me/us, and we have not taken any deviation to these clauses:

- a) Bid Guarantee (EMD).
- b) Terms of Payment.
- c) Penalty & Liquidated damages Clauses.
- d) Contract Performance Guarantee.
- e) Contract Termination Clause.
- f) Fraud Prevention Policy.
- g) Safety norms & General Environmental guidelines of RGPPL.

We hereby declare that only the persons or firms interested in this proposal as principal or principals are named herein and that no other persons or firms other than those mentioned herein, have any interest in this proposal or in the Contract to be entered into, if we are awarded the contract, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, and that this proposal is in all respects for and in good faith, without collusions or fraud.

Date this _____ Day of _____ 2018 _____

Thanking you, we remain

Yours faithfully:
For on behalf of...

Date : _____ Signature : _____
Place : _____ Printed Name : _____
Designation : _____
Common Seal : _____

Strike out whichever is not applicable.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 36 of 55





Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

(Annexure-VII)

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 | SIGNATORE |
|------|------|-------------|-----------|
| 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.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 37 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

(Annexure-VIII)

Proforma for Bank Guarantee for "EMD"

(To be stamped in accordance with Stamp Act)

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

Bank Guarantee No.

Date.....

To,
Ratnagiri Gas and Power Pvt. Ltd.,
At & Post: Anjanwel,
Taluka: Guhagar,
District: Ratnagiri –
Maharashtra-415634

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No....., M/s.....(***)..... having its registered/Head Office at (hereafter called the 'Bidder') wish to participate in the said Bid for (*Name of package*).....

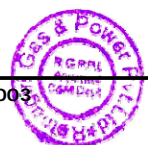
As an irrevocable Bank Guarantee against Bid Security for an amount of(*) valid for days from(**) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

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

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.





Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Vide authorized

Power of Attorney No.....

Date

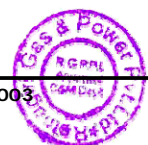
NOTE:

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 39 of 55



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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

**Annexure-IX
Form of Extension of Bank Guarantee**

Ref. No.:
@ _____

Date:

Dear Sirs,

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

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

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

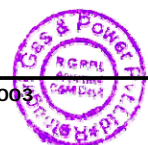
Dated
SEAL OF BANK

Note:

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-X

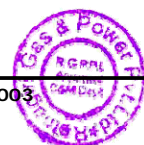
BANK GUARANTEE CHECKLIST

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 41 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-XI

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

**(To be stamped in accordance with stamp Act)
(The non-judicial stamp paper should be in the name of issuing bank)**

Ref: Bank Guarantee No. :
Date :

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

Dear Sirs,

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 Contract by issue of Owner's Letter of award No.....dated.....and the same having been unequivocally accepted by the Contractor resulting in a 'Contract' bearing No..... dated.....valued atfor.....

(Scope of Contract)

and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent

to * -----% (percent) of the said value of the Contract to the Owner.

We, having its Head Office
(Name & address)

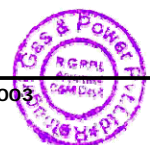
at ----- (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Contractor to the extent of----- as aforesaid at any time upto without any demur, reservation, contest, recourse or protest and/or

(Days/month/year)

without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding 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.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.





Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

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 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 forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted 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 whose behalf this guarantee has been given.

Dated this- - day of ----- 2018 at.....

WITNESS:

1.....

Signature
Name
Official address

.....

Signature
Bank's Rubber Stamp

Name
Designation with
Bank Stamp

2.....

Signature
Name
Official address

Attorney as per Power
of Attorney No.....
Dated

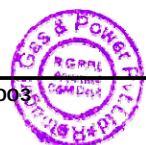
NOTE:

- a) *This sum shall be **ten percent (10%) of the Contract Value.**
- b) ****The date shall be (12+3) Months from the date of award of job.**
- c) **PBG to be submitted within 15 days from date of award of work.**

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 43 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-XII

LIST OF SCHEDULED COMMERCIAL BANKS

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 44 of 55





Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

| | | | |
|----|---|----|---------------------------------|
| 11 | THE HONGKONG SHANGHAI BANKING CORPORATION LTD | 34 | National Australia Bank |
| 12 | SOCIETE GENERALE | 35 | Cooperatieve Rabobank U.A. |
| 13 | SONALI BANK LTD | 36 | Sberbank |
| 14 | STANDARD CHARTERED BANK | 37 | United Overseas Bank Ltd. |
| 15 | J.P. Morgan Chase Bank, National | 38 | Westpac Banking Corporation |
| 16 | STATE BANK OF MAURITIUS LTD | 39 | Woori Bank |
| 17 | DBS BANK LTD | 40 | The Royal Bank of Scotland plc |
| 18 | BANK OF CEVLON | 41 | Doha Bank Qsc |
| 19 | PT Bank Maybank Indonesia TBK | 42 | Industrial Bank of Korea |
| 20 | A B BANK | 43 | KEB Hana Bank |
| 21 | SHINHAN BANK | 44 | National Bank of Abu Dhabi PJSC |
| 22 | CTBC BANK CO. LTD | | |
| 23 | MIZUHO BANK LTD | | |

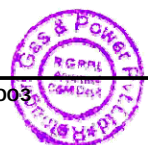
| | |
|-----------|----------------------------------|
| E. | OTHER PUBLIC SECTOR BANKS |
| 1 | IDBI BANK LTD |

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 45 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

(Annexure-XIII)

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.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

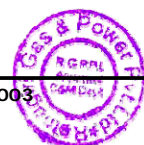
Page 46 of 55

Regd Office: NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003

Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415 634, Maharashtra, India.

Corporate Identification Number: U40105DL2005 PTC 138458 Website Address: www.rgppl.com

Tel no: 02359 241134, email id: amrita.sharma@site.rgppl.com ; dipak.patil@site.rgppl.com





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

- 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 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:

- a. 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.
- b. 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.
- c. 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.
- d. HR shall apprise "Nodal Officer" of the results of the investigation undertaken by them. There shall be constant coordination maintained between the two.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

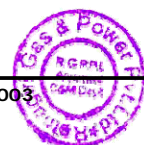
Page 47 of 55

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Tel no: 02359 241134, email id: amrita.sharma@site.rgppl.com ; dipak.patil@site.rgppl.com





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

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.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 48 of 55



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Ratnagiri Gas & Power Private Limited (RGPPPL)

NIT No.: RGPPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Name of Contract: "Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module."

To,
RATNAGIRI GAS AND POWER PRIVATE LIMITED,
At & Post: Anjanwel,
Tal.: Guhagar,
Dist.: Ratnagiri,
Maharshtra, 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 RGPPPL.

Yours faithfully,

Date: (Signature)

Place: (Printed Name).....

(Designation).....

(Common Seal).....

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

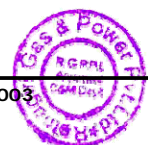
Page 49 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure- XIV

RTGS Format

To be submitted in Duplicate

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

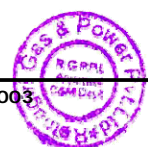
Page 50 of 55

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Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-XV

Vendor Information Form:

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

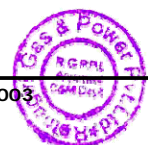
| | | | | | | |
|--|---------------------------------|--------------------------------|------------------------------------|--------------------------------|---------------------------|-------------------------|
| Name & Address of the Company : | Order to be issued at : | | | Registered / Head office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

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 51 of 55





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-XVI

FINAL CHECK LIST

| Sr. No. | DESCRIPTION | BIDDERS CONFIRMATION |
|---------|---|----------------------|
| 1. | Bidder's Details: | |
| | a) Name | |
| | b) Full address | |
| | c) Tel No. | |
| | d) Fax No. | |
| | e) Email | |
| | f) Name & designation of the person signing the bid | |
| 2. | QR has been carefully examined & QR CHECKLIST filled in totality (All reference documents also enclosed) | |
| 3. | Documentary proof for Power of Authority of the person signing the bid. | |
| 4. | Validity: | |
| | Bid: Valid minimum for Six (6) months from the date set for opening of technical bid. | |
| | EMD: Minimum for Seven (7) months from the date set for opening of technical bid. | |
| 5. | a) The scope has been quoted as per tender requirement. | |
| | b) If reply to 5(a) is 'No', All the 'Exception & Deviation' have been furnished in the format 'Deviation Statement by Bidder' along with the bid document. | |
| | c) There are no 'Exception & Deviation' other than those indicated as (b) above and if indicated in offer elsewhere same shall be considered 'NULL & VOID'. | |
| 6. | Currency of offer: | |
| | a) The currency once quoted shall not be permitted to be changed. | |
| | b) All the correspondences will be in English language only. | |
| 7. | Price: | |
| | a) A copy of price format / BOQ (without price) but duly filled in with Quoted/Unquoted word in each cell format duly signed and stamped to be submitted with un-priced part of bid. | |
| | b) Confirm that the prices quoted are as per 'Price Format' given in tender document without any change and submitted with the Price Part of the BID. | |
| | b) Quoted prices will remain firm and fixed till complete execution of the order. | |
| | c) The tender document is carefully studied & understood and quoted price are inclusive of all as per requirements of tender documents. | |
| 8. | Terms and Conditions | |
| | a) Acceptance of 'Terms & Conditions' as Contained in Bid Document and GCC-O&M to the extent applicable. | |
| | b) In case of reservations, confirm that clause wise comments have been specified in 'Deviation Statement by Bidder' format. | |
| 9. | Acceptance to the following: | |
| | a) Payment Terms. | |
| | b) Penalty Clause for non performance. | |

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

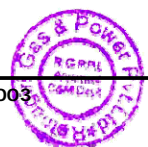
Page 52 of 55

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Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-XVII

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/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:-

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 53 of 55

Regd Office: NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003.

Site Office: At & Post: Anjanvel, Tal: Guhagar, Dist.: Ratnagiri -415 634, Maharashtra, India.

Corporate Identification Number: U40105DL2005 PTC 138458 Website Address: www.rgppl.com

Tel no: 02359 241134, email id: amrita.sharma@site.rgppl.com ; dipak.patil@site.rgppl.com





NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

"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 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:-

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

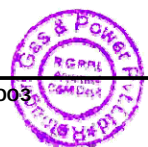
Page 54 of 55

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NIT No.: RGPPL/C&M/CS-2561/OT-72

Sub: Contract for Maintenance of the Application software (FINMAT) for Material and Finance Module.

Annexure-XVIII

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY

(To be submitted by bidder along with the bid)

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

Yours faithfully,
(Signature)

Date:
Place:

Name & Designation:
Name of the Company:
Seal of the Company:

*Strike off whichever is not applicable

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Page 55 of 55

