



Ratnagiri Gas & Power Private Limited (RGPPL)

Open-Tender No: RGPPL/C&M/CS-2634/OT-81

BIDDING DOCUMENT FOR

**“RCC Structure Painting Work of LNG Storage tanks 200, 300 & 400
in LNG Area & Trestle Walls of Jetty at LNG Terminal-RGPPL”**

TENDERING UNDER

“Open Domestic Competitive Bidding”

PREPARED AND ISSUED BY

**Ratnagiri Gas and Power Private Limited
At & Post Anjanwel, Tal-Guhagar
Dist.: Ratnagiri
Maharashtra-415634
Ph. No. : 02359-241134**

Corporate Identification Number: U40105DL2005 PTC 138458



Ratnagiri Gas & Power Private Limited (RGPPL)

NOTICE INVITING TENDER (OPEN DOMESTIC COMPETITIVE BIDDING)

RGPPL invites bids from eligible bidders for **RCC Structure Painting Work of LNG Storage tanks 200, 300 & 400 in LNG Area & Trestle Walls of Jetty at LNG Terminal-RGPPL** as detailed below:

Tender No.	IFB and Bid Document available on website from	Last date & time for submission of Bid
RGPPL/C&M/CS-2634/OT-81	www.RGPPL.com	06.04.2018 at 15:00 Hrs., IST

For further details, please visit our tender website www.RGPPL.com

For any queries, bidders may contact following personnel:

- i. Shri John Sundararaj, AGM (C&M)
Ph. No.: 02359-241198
e-Mail: john.sundararaj@site.RGPPL.com
- ii. Shri Dipak Patil, Sr. Manager (C&M)
Ph. No.:02359-241134
e-Mail: dipak.patil@site.RGPPL.com
- iii. Shri Jaspreet Singh Sethi, Manager (C&P)
Ph. No.:02359-241134
e-Mail: jaspreetsingh.sethi@site.RGPPL.com
- iv. Smt. Amrita Sharma, Dy. Manager (C&M)
Ph. No.: Ph. No.:02359-241134
e-Mail: amrita.sharma@site.RGPPL.com

Any revision, clarification, addendum, corrigendum, time extension, etc. to the above tender will be hosted on the above websites only and no separate notification shall be issued in the press. Bidders are requested to visit the website regularly to keep themselves updated.

(Sign of the Bidder's Authorized Representative)

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SECTION-I

INVITATION FOR BID (IFB)

(Sign of the Bidder's Authorized Representative)

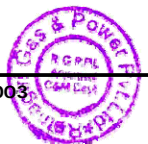
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Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415 634, Maharashtra, India.

Website Address: www.RGPPL.com



SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: RGPPL/C&M/CS-2634/OT-81

Date: 06.03.2018

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR "RCC STRUCTURE PAINTING WORK OF LNG STORAGE TANKS 200, 300 & 400 IN LNG AREA & TRESTLE WALLS OF JETTY AT LNG TERMINAL-RGPPL".

Dear Sir/Madam,

1.0 RGPPL having its registered office at NTPC Bhawan, Core-7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003 CIN No. : U40105DL2005 PTC 138458], promoted by M/s NTPC & M/s GAIL (India) Limited, invites bids from bidders for the subject job/works, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK/JOB	RCC STRUCTURE PAINTING WORK OF LNG STORAGE TANKS 200, 300 & 400 IN LNG AREA & TRESTLE WALLS OF JETTY AT LNG TERMINAL-RGPPL				
(B)	TENDER NO. & DATE	RGPPL/C&M/CS-2634/OT-81 Dated 06.03.2018				
(C)	TYPE OF BIDDING SYSTEM	<table border="1"><tr><td>SINGLE BID SYSTEM</td><td style="text-align: center;">X</td></tr><tr><td>TWO BID SYSTEM</td><td style="text-align: center;">✓</td></tr></table>	SINGLE BID SYSTEM	X	TWO BID SYSTEM	✓
SINGLE BID SYSTEM	X					
TWO BID SYSTEM	✓					
(D)	TYPE OF TENDER	<table border="1"><tr><td>E-TENDER</td><td style="text-align: center;">X</td></tr><tr><td>MANUAL</td><td style="text-align: center;">✓</td></tr></table>	E-TENDER	X	MANUAL	✓
E-TENDER	X					
MANUAL	✓					

(Sign of the Bidder's Authorized Representative)

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(E)	COMPLETION/CONTRACT PERIOD	18 Months (Ref. SCC Cl. Cl. No. 4)				
(F)	TENDER FEE	<table border="1" data-bbox="854 218 1370 411"> <tr> <td data-bbox="854 218 1122 296">APPLICABLE</td> <td data-bbox="1130 218 1370 296">✓</td> </tr> <tr> <td data-bbox="854 306 1122 411">NOT APPLICABLE</td> <td data-bbox="1130 306 1370 411">X</td> </tr> </table> <p data-bbox="829 453 1130 485">Amount: INR 1008.00</p> <p data-bbox="829 527 1198 558">(Refer clause no.4.2 of ITB)</p>	APPLICABLE	✓	NOT APPLICABLE	X
APPLICABLE	✓					
NOT APPLICABLE	X					
(G)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1" data-bbox="829 569 1341 762"> <tr> <td data-bbox="829 569 1097 646">APPLICABLE</td> <td data-bbox="1105 569 1341 646">✓</td> </tr> <tr> <td data-bbox="829 657 1097 762">NOT APPLICABLE</td> <td data-bbox="1105 657 1341 762">X</td> </tr> </table> <p data-bbox="829 804 1179 835">Amount: INR 1,13,000.00</p> <p data-bbox="829 877 1190 909">(Refer clause no.14 of ITB)</p>	APPLICABLE	✓	NOT APPLICABLE	X
APPLICABLE	✓					
NOT APPLICABLE	X					
(H)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	<p data-bbox="829 926 1408 1020">From 06.03.2018 (09:15 Hrs, IST) to 06.04.2018 (15:00 Hrs, IST) on following websites:</p> <p data-bbox="829 1062 1287 1136">(i) RGPPL's Tender Website – www.RGPPL.com</p>				
(I)	LAST DATE, TIME & VENUE OF RAISING QUERIES/DISCUSSION (IF ANY)	<p data-bbox="829 1178 1060 1209">Date : 20.03.2018</p> <p data-bbox="829 1220 1146 1251">Time : 15:00 Hrs., IST</p> <p data-bbox="829 1262 1373 1472">Venue :Conference Room Ratnagiri Gas and Power Private Limited At & Post Anjanwel, Tal-Guhagar Dist.: Ratnagiri Maharashtra-415634 Ph. No. : 02359-241134</p>				
(J)	DUE DATE & TIME OF BID-SUBMISSION	<p data-bbox="829 1482 1060 1514">Date : 06.04.2018</p> <p data-bbox="829 1524 1146 1556">Time : 15:00 Hrs., IST</p>				
(K)	DATE AND TIME OF UN-PRICED BID OPENING	<p data-bbox="829 1598 1060 1629">Date : 06.04.2018</p> <p data-bbox="829 1640 1146 1671">Time : 15:30 Hrs., IST</p>				
(L)	CONTACT DETAILS	<p data-bbox="854 1713 1357 1839">i. Shri John Sundararaj, AGM (C&M) Ph. No.: 02359-241198 e-Mail: john.sundararaj@site.RGPPL.com</p>				

(Sign of the Bidder's Authorized Representative)

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	<p>ii. Shri Dipak Patil, Sr. Manager (C&M) Ph. No.:02359-241134 e-Mail: dipak.patil@site.RGPPL.com</p> <p>iii. Shri Jaspreet Singh Sethi, Manager (C&P) Ph. No.:02359-241134 e-Mail: jaspreeetsingh.sethi@site.RGPPL.com</p> <p>iv. Smt. Amrita Sharma, Dy. Manager (C&M) Ph. No.: Ph. No.:02359-241134 e-Mail: amrita.sharma@site.RGPPL.com</p>
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In case of the days specified above happens to be a holiday in RGPPL, the next working day shall be implied.

3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the bidding document.

4.0 In case of Manual Bids, bids complete in all respect should reach at the address specified in Bid Data Sheet on or before the due date & time. Bids received after the due date and time is liable to be rejected.

The Bidder has the option of sending the bid only by Speed/Registered Post or in person. 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.

5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.

6.0 Any bidder, who meets the Pre-Qualification Requirement (PQR/QR) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (H) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

8.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken

(Sign of the Bidder's Authorized Representative)

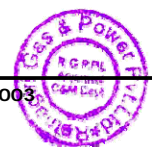
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into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

The Tender Document calls for offers on single point “Sole Bidder” responsibility basis and in total compliance of Scope of Works as specified in Tender Document.

- 9.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to the this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 10.0 All the bidders including those who are not willing to submit their bid are required to submit F-11 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 11.0 RGPPL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of RGPPL

(Authorized Signatory)

Name : **Dipak Patil**

Designation : **Sr. Manager (C&M)**

E-mail ID : dipak.patil@site.RGPPL.com

Contact No. : **02359-241134**

(Sign of the Bidder's Authorized Representative)

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SECTION-II

PRE-QUALIFICATION
REQUIREMENT (PQR/QR)

&

EVALUATION
METHODOLOGY

(Sign of the Bidder's Authorized Representative)

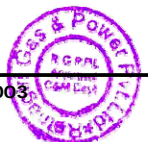
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A. PRE-QUALIFICATION REQUIREMENT:

- 1.1** Average Annual Turnover: The average annual turnover of the Bidder in the preceding **three (03) Financial Years** reckoned as on date of technical bid opening shall not be less than **37.36 Lakhs**.
- 1.2** In previous 07 years (to be reckoned from the due-date of bid submission), the bidder should have successfully executed job(s) of **“RCC/ Civil Structure Painting Work or Civil Construction Works of Storage Tanks having Height of 20 Meters (or above) in Petrochemical/ Fertilizers/ Refineries/ LNG Plant/ LPG Plant/ Chemical Process Plant/ Power Plant or Painting of High Rise Building having Height 20 Meters (or above)”** for any of the following minimum value(s):
- a) Completed/executed **“ONE similar work”** of contract value not less than **INR 44.84 Lakhs (excl. of taxes & duties)**
- OR**
- b) Completed/executed **“TWO similar work”** of contract value not less than **INR 28.02 Lakhs (excl. of taxes & duties) each.**
- OR**
- c) Completed/executed **“THREE similar work”** of contract value not less than **INR 22.42 Lakhs (excl. of taxes & duties) each.**

In case the bidder is executing such similar aforesaid rate/maintenance contract which is still running and the contract value executed till one day prior to due date of bid submission is equal to or more than the minimum prescribed value(s) mentioned in the QR, such experience will also be taken in to consideration provided that the bidder shall submit satisfactory Work Execution Certificate (clearly specifying the executed value) to this effect.

In case(s) where PO/WO is silent on specifications as desired above, clarification from concerned organization shall be required to be obtained by bidder(s) for acceptance of bid.

B. DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO PQR

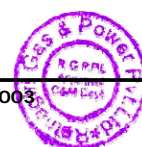
- a) Copies of audited Balance Sheet and Profit & Loss Account Statement confirming the turnover for preceding three financial years in support of Clause 1.1 above.

Further, in case where audited results for the last financial year as on the date of bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a

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Certificate would be required from the CEO/CFO stating that the financial result of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

- b) The bidder shall provide self attested copies of the Letter of Award / Work Order along with Completion/Execution Certificate clearly mentioning completion period and value of work in support of Clause 1.2 above.

C. EVALUATION METHODOLOGY

- The Techno-Commercially qualified offers will be compared based on “**overall L1 basis**”.
- The input credit of **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids.
- In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) during evaluation of bid. Where RGPPL is entitled for input credit of GST (CGST & SGST/UTGST or IGST), the same will be considered during evaluation as per evaluation methodology of tender document.
- In case any cess on GST is applicable same shall also be considered in evaluation.

(Sign of the Bidder's Authorized Representative)

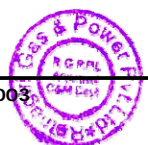
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SECTION-III

INSTRUCTION TO **BIDDERS**

(TO BE READ IN CONJUNCTION WITH
BIDDING DATA SHEET (BDS)

(Sign of the Bidder's Authorized Representative)

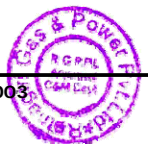
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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1 SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in the Bidding Document/Tender document issued by Employer. Employer/Owner/RGPPL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Bidding documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Bidding Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 Pursuant to qualification criteria set forth in the bidding document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.2 Power of Attorney:

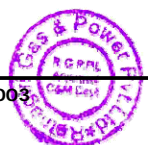
In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ CEO / MD / Company Secretary of the Bidder/ all partners in case of Partnership firm/Proprietor in favour of the authorized employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted.

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ CEO / MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorized employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted.

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The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

3 ONE BID PER BIDDER

3.1 A Firm/Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

3.2 Alternative Bids shall not be considered.

4 COST OF BIDDING & TENDER FEE

4.1 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges all courier charges including taxes & duties etc. incurred thereof. Further, RGPPL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

4.2 TENDER FEE

4.2.1 Tender Fee, if applicable, will be acceptable in the form of 'crossed payee accounts only' Bank Drafts/Banker's Cheque [in favor of **Ratnagiri Gas & Power Pvt. Limited** payable at **Chiplun**]. The Tender Fee is to be submitted as per Clause No. 2.0 (F) & 4.0 of IFB. A Bid without requisite Tender Fee will be ignored straightaway.

4.3 SMEs (Small & Micro Enterprises) are exempted from submission of Tender Fee in accordance with the provisions of Public Procurement Policy for MSE-2012 and Clause 33 of ITB.

4.4 In the event of a particular tender being cancelled, the tender fee (excluding service tax and cess thereupon, if any) will be refunded to the concerned bidders without any interest charges. No plea on interest charges in this regard shall be entertained by the Owner.

5 SITE VISIT

5.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

5.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but

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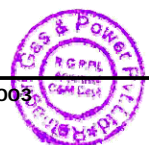
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only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

- 4.3 The Bidder shall not be entitled to hold any claim against RGPPL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – BIDDING DOCUMENTS

5 CONTENTS OF BIDDING DOCUMENTS

- 5.1 The contents of Bidding Documents / Tender Documents are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-7":
- Section-I : Invitation for Bid [IFB]
 - Section-II : PQR & Evaluation methodology
 - Section-III : Instructions to Bidders [ITB]
Annexure, if any
Forms & Format
 - Section-IV : SCC, Specifications, SoW and Drawing (if any)
 - Section-V : Schedule of Rates
 - Section-VI : General Conditions of Contract [GCC]
- 5.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding Documents. The "Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. 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.

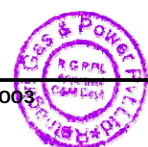
6 CLARIFICATION OF BIDDING DOCUMENTS

- 6.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify RGPPL in writing or by fax or email at RGPPL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 07 (Seven) days prior to the due date of submission of bid in cases where pre-bid meeting is not held. RGPPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. RGPPL may respond in writing to the request for clarification. RGPPL's response including an explanation of the query, but without identifying the source of the query will be uploaded on RGPPL's tendering web site [www.RGPPL.com] / communicated to prospective bidders by e-mail/ fax.

(Sign of the Bidder's Authorized Representative)

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- 6.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 6.1 (refer BDS for address) above is liable to be considered as "no clarification / information required".

7 AMENDMENT OF BIDDING DOCUMENTS

- 7.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda/ corrigendum.
- 7.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites as provided at clause no. 2.0 (H) of IFB /communicated to prospective bidders by e-mail/ fax. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 7.3 The Employer, if consider necessary, may extend the date of submissions of Bid in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the amendment issued thereof.

ICI – PREPARATION OF BIDS

8 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and RGPPL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

9. DOCUMENTS COMPRISING THE BID

- 9.1 The Bid prepared by the Bidder shall comprise the following components sealed in 4 different envelopes to be kept in main envelope:

- 9.1.1 **ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- a. 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- b. Forms & Format(s) along with Annexures (if any) enclosed with bid document.
- c. As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- d. Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per Clause No.2.2 of ITB.
- e. Any other information/details required as per Bidding Document

(Sign of the Bidder's Authorized Representative)

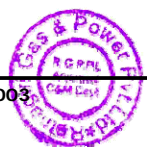
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- f. Copy of EMD as per Clause 14 of ITB.
- g. Copy of Original Tender Fee (if applicable).
- h. 'Integrity Pact' (if applicable) as per format specified.
- i. Tender Document duly signed/ digitally signed by the Authorized Signatory.
- j. Additional document specified in Bidding Data Sheet (BDS).

Note: All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

9.1.2 **ENVELOPE-II: PRICE BID**

- i) The Prices are to be submitted strictly as per the Schedule of Rate of the bidding documents. RGPPL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iii) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- iv) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.
- v) Prices left blank in the Schedule of Quantities will be deemed to have been included in the prices of other items. The total for each Schedule and the total of grand summary shall be deemed to be the total price for executing the subject package in complete accordance with the Contract, whether or not each individual item has been priced.

9.1.3 **ENVELOPE-III: EMD** (if applicable) in original as per Clause 14 of ITB, in separate sub-envelope

9.1.4 **ENVELOPE-IV: TENDER FEE** (if applicable) in original, in separate sub-envelope

9.2 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 9.1.1 & 9.1.2 of ITB above form the bid. All corresponding conditions specified at Clause 9.1.1 & 9.1.2 of ITB shall become applicable in such a case.

10 **SCHEDULE OF RATES / BID PRICES**

10.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.

(Sign of the Bidder's Authorized Representative)

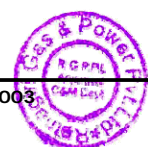
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- 10.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 10.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 10.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in Agreed Terms & Conditions (Format-F8) and SOR.
- 10.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account. Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract.
- 10.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 28 of ITB.
- 10.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

11 **GST (CGST & SGST/ UTGST OR IGST)**

- 11.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 11.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.

(Sign of the Bidder's Authorized Representative)

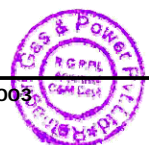
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Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, RGPPL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

11.3 In case CBEC (Central Board of Excise and Customs)/ any equivalent government agency brings to the notice of RGPPL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from RGPPL to the government exchequer, then, that Supplier of Goods / Services (Service Provider) shall be put under Holiday list of RGPPL for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/Contractors/ Consultants.

11.4 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

Beyond the contract period, in case RGPPL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case RGPPL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in applicable **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to RGPPL's account.

Claim for payment of **GST (CGST & SGST/UTGST or IGST)**/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST (CGST & SGST/UTGST or IGST)**, otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Due Date.

11.5 Where the RGPPL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

11.5.1 Owner/RGPPL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable Owner/RGPPL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be

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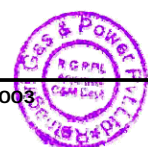
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modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

11.5.2 The input tax credit of **GST (CGST & SGST/UTGST or IGST)** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.

~~11.6 Where the RGPPL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-~~

~~11.6.1 Owner/RGPPL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer In Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.~~

~~11.6.2 The bids will be evaluated based on total price including applicable **GST (CGST & SGST/UTGST or IGST)**.——~~

11.7 RGPPL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** while evaluation of bid. Where RGPPL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

11.8 In case RGPPL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where RGPPL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and RGPPL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to RGPPL or ITC with respect to such payments is not available to RGPPL for any reason which is not attributable to RGPPL, then RGPPL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by RGPPL to Contractor / Supplier.

11.9 Contractor shall ensure timely submission of invoice(s) as per rules/ regulations of GST with all required supporting document(s) within a period specified in

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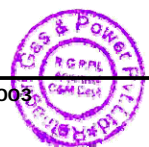
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Contracts/ LOA to enable RGPPL to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

If input tax credit with respect to **GST (CGST & SGST/UTGST or IGST)** is not available to RGPPL for any reason which is not attributable to RGPPL, then RGPPL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such **GST (CGST & SGST/UTGST or IGST)** thereupon together with all penalties and interest if any, against any amounts paid or payable by RGPPL to Supplier of Goods / Services.

11.10 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.

11.11 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.

11.12 GST Invoice shall contain the following:

- a) name, address and GSTIN of the supplier
- b) a consecutive serial number containing only alphabets and/or numerals, unique for a financial year
- c) date of its issue
- d) name, address and GSTIN/ Unique ID Number, if registered, of the recipient
- e) name and address of the recipient and the address of delivery, along with the name of State and its code, if such recipient is unregistered and where the taxable value of supply is fifty thousand rupees or more
- f) HSN code of goods or Accounting Code of services
- g) description of goods or services
- h) quantity in case of goods and unit or Unique Quantity Code thereof
- i) total value of goods or services
- j) taxable value of goods or services taking into account discount or abatement, if any
- k) rate of tax (CGST, SGST or IGST)
- l) amount of tax charged in respect of taxable goods or services (CGST, SGST or IGST)
- m) place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce
- n) place of delivery where the same is different from the place of supply
- o) whether the tax is payable on reverse charge

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- p) 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.

12 BID CURRENCIES:

Bidders must submit bid in Indian Rupees only.

13 BID VALIDITY

- 13.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by RGPPL as 'non-responsive'.
- 13.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request without forfeiture of his EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-14" in all respects.

14 EARNEST MONEY DEPOSIT

- 14.1 Bid must be accompanied with earnest money (i.e **Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of ‘**Demand Draft**’ /**Banker’s Pay Order**/ ‘**Banker’s Cheque**’ [in favour of **Ratnagiri Gas & Power Pvt. Limited payable at Chiplun**] or **FDR** or ‘**Bank Guarantee**’ strictly as per the format given in Format F 4 (as the case may be) of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of ‘**Bank Guarantee**’ should have a validity of at least ‘45 days’ beyond the validity of the Bid. EMD submitted in the form of ‘**Demand Draft**’ or ‘**Banker’s Cheque**’ should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

- 14.2 The EMD is required to protect RGPPL against the risk of Bidder’s conduct, which would warrant the forfeiture of EMD, pursuant to clause-14.7 of ITB.
- 14.3 RGPPL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a ‘**Bank Guarantee**’, the same shall be from any Indian scheduled Bank (as per the list enclosed) or a branch of an International Bank situated in India and registered with ‘**Reserve Bank of India**’ as Scheduled Foreign Bank (as per the list enclosed)..

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- 14.4 Any Bid not secured in accordance with “ITB: Clause-14.1 & Clause-14.3” may be rejected by RGPPL as non-responsive.
- 14.5 Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than ‘thirty [30] days’ after finalization of tendering process.
- 14.6 The successful Bidder’s EMD will be discharged upon the Bidder’s acknowledging the ‘Award’ and signing the ‘Agreement’ (if applicable) and furnishing the ‘Contract Performance Security (CPS)/ Security Deposit’ pursuant to clause no. 32 of ITB.
- 14.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the ‘Period of Bid Validity’
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) to acknowledge receipt of the “Notification of Award” / Fax of Acceptance[FOA]”,
 - (ii) to furnish “Contract Performance Security / Security Deposit”, in accordance with “ITB: Clause-32”
 - (i) to accept ‘arithmetical corrections’ as per provision of the clause 28 of ITB.
- 14.8 In case EMD is in the form of ‘Bank Guarantee’, the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 14.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 33 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.

15 PRE-BID MEETING (IF APPLICABLE)

- 15.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 15.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

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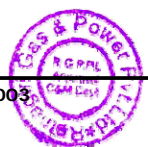
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- 15.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on RGPPL website against the Tender. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-5.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-7", and not through the minutes of the Pre-Bid Meeting.
- 15.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

16 FORMAT AND SIGNING OF BID

- 16.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 16.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

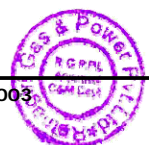
17 ZERO DEVIATION AND REJECTION CRITERIA

- 17.1 ZERO DEVIATION: Deviation to terms and conditions of "Bidding Documents" may lead to rejection of bid. RGPPL will accept bids based on terms & conditions of "Bidding Documents" only. Bidder may note RGPPL will determine the substantial responsiveness of each bid to the Bidding Documents pursuant to provision contained in bid document. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Bidding Documents without deviations or reservations. RGPPL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. RGPPL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 17.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Firm Price
 - (b) Earnest Money Deposit / Bid Security

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- (c) Specifications & Scope of Work
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule/ Liquidated Damage
- (h) Contract Performance Security/ Security Deposit
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if Applicable
- (m) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

18 E-PAYMENT

RGPPL has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

ID] – SUBMISSION OF BIDS

19 SUBMISSION, SEALING AND MARKING OF BIDS

- 19.1 Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 9 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 19.2 All the bids shall be addressed to the owner at address specified in IFB.
- 19.3 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

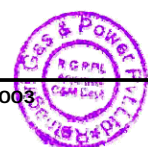
20 SUBMISSION OF BIDS

- 20.1 EMD along with bid must be submitted within the due date & time.
- 20.2 RGPPL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 7 of ITB refers). In which case all rights and obligations of RGPPL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on RGPPL's website/ communicated to the bidders.

(Sign of the Bidder's Authorized Representative)

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21 DEADLINE FOR SUBMISSION OF BIDS

- 21.1 The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Purchase Conditions before the last date & Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.
- 21.2 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

22 MODIFICATION AND WITHDRAWAL OF BIDS

- 22.1 The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/ substitution/ withdrawal in received by RGPPL prior to the deadline for submission of bid
- 22.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 9 & 20 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :..."/ communication regarding withdrawal of bid with "Tender Document number :..."/ must reach concerned dealing official of RGPPL within Due date & Time of submission of Bid. No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 22.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 14 of ITB and rejection of Bid.
- 22.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 22.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, RGPPL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

23 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

RGPPL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform

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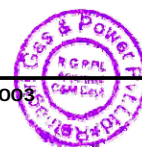
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the affected Bidder or Bidders of the ground for RGPPL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which RGPPL may respond discretionarily.

[E] – BID OPENING AND EVALUATION

24 BID OPENING

24.1 *Unpriced Bid Opening:*

RGPPL will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the BDS. The bidders' representatives, who are present shall sign a bid opening register/statement evidencing their attendance.

24.2 *Priced Bid Opening:*

24.2.1 RGPPL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present on a short notice.

24.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened. The envelope containing Price Bid shall be returned unopened after opening of the price bids of techno-commercially responsive Bidders.

24.3 In case of bids invited under the single bid system, bid shall be opened on the specified due date & time.

25 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

26 CONTACTING THE EMPLOYER

26.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

(Sign of the Bidder's Authorized Representative)

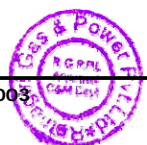
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26.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

27 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

27.1 The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-

- (a) Meets the "PQR" of the Bidding Documents (if applicable);
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security' (if applicable);
- (d) Is substantially responsive to the requirements of the Bidding Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-27.2"

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-

- a) "Deviation" is departure from the requirement specified in the tender documents.
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.

27.3 A material deviation, reservation or omission is one that,

- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
- b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

27.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

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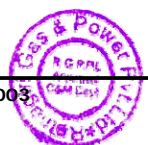
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27.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation or omission.

28 CORRECTION OF ERRORS

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

28.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security shall be forfeited.

[F] – AWARD OF CONTRACT

29 AWARD

Subject to "ITB: Clause-27", RGPPL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

30 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

30.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by RGPPL either by Fax / E - mail /Letter or like means defined as the "Letter of Intent (LOI)". The Contract shall enter into force on the date of LOI and the same shall be binding on RGPPL and successful Bidder (i.e. Contractor/Service Provider). The Notification of Award/LOI will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable

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deviation(s), if any. RGPPL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing LOI and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

- 30.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-31".

Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-32", RGPPL will promptly discharge his 'Earnest Money / Bid Security', pursuant to "ITB: Clause-14"

31 SIGNING OF AGREEMENT

- 31.1 RGPPL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to RGPPL.
- 31.2 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state' of Maharashtra only, within 'fifteen [15] days' of receipt of the "LOI" of the Tender by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD/Security Deposit.

32 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT

- 32.1 Within twenty-one (21) days from the date of Letter of Intent/Award, the successful Bidder shall furnish to the Employer a Contract Performance Guarantee (CPG) towards faithful performance of the Contract for an amount equivalent to 10% of the Contract Price. Alternatively, the successful Bidder may furnish an Initial Contract Performance Guarantee (ICPG) equivalent to a minimum of 2% of the Contract Price.
- 32.2 In case of the successful Bidder who furnishes Initial Contract Performance Guarantee, the Employer shall at the time of making any payment to him for the work done under the Contract, deduct towards the Contract Performance Security an amount equivalent to 10% of the gross bill amount, accepted for payment until the total amount of Contract Performance Security so deducted including the amount of Initial Contract Performance Guarantee becomes equal to 10% of the Contract Price.
- 32.3 The CPG/ICPG shall be in the form of a Bank Guarantee issued by a Bank as per the list enclosed in the Bidding Documents. The format of the said bank guarantee shall be in accordance with the format included in the Bidding Documents. The

(Sign of the Bidder's Authorized Representative)

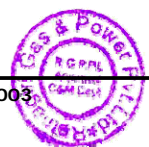
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CPG/ICPG should be on non-judicial stamp paper of appropriate value as per stamp act prevailing in the state (s) where the BG is submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher..

- 32.4 However, CPG shall not be applicable in cases wherein the order value as specified in Notification of Award is less than INR 50,000.00 (exclusive of taxes & duties).
- 32.5 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- 32.6 The CPG has to cover the entire contract value including extra works/services also. As long as the CPG submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPG. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPG.

33 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 33.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods works and services from Micro and Small Enterprises (MSEs).

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.

- 33.2 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following :

Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

- 33.3 The benefit of policy are not extended to the traders/dealers/ Distributors/Stockiest/Wholesalers.

(Sign of the Bidder's Authorized Representative)

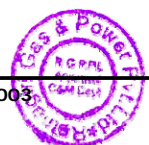
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34 INCOME TAX & CORPORATE TAX

34.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

34.2 Corporate Tax liability, if any, shall be to the contractor's account.

34.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 (of Income-tax Rules, 1962) along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

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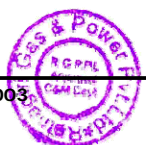
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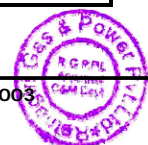
BIDDING DATA SHEET (BDS)**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL	
ITB clause	Description
1.2	The Invitation for Bids/ Tender No. is : RGPPL/C&M/CS-2634/OT-81
1.1	The Employer/Owner is: Ratnagiri Gas & Power Pvt. Limited
2.1	The name of the Works/Services to be performed is: RCC Structure Painting Work of LNG Storage tanks 200, 300 & 400 in LNG Area & Trestle Walls of Jetty at LNG Terminal-RGPPL.
4.2.1	Demand Draft/ Banker's Cheque towards Tender fee (if applicable) shall be in favour of Ratnagiri Gas & Power Pvt. Limited payable at Chiplun.
B. BIDDING DOCUMENT	
ITB clause	Description
6	For <u>clarification purposes</u> only, the communication address is: To: <ul style="list-style-type: none"> i. Shri John Sundararaj, AGM (C&M) Ph. No.: 02359-241198 e-Mail: john.sundararaj@site.RGPPL.com ii. Shri Dipak Patil, Sr. Manager (C&M) Ph. No.:02359-241134 e-Mail: dipak.patil@site.RGPPL.com iii. Shri Jaspreet Singh Sethi, Manager (C&P) Ph. No.:02359-241134 e-Mail: jaspreetsingh.sethi@site.RGPPL.com iv. Smt. Amrita Sharma, Dy. Manager (C&M) Ph. No.: Ph. No.:02359-241134 e-Mail: amrita.sharma@site.RGPPL.com Address: Ratnagiri Gas and Power Private Limited At & Post Anjanwel, Tal-Guhagar Dist.: Ratnagiri Maharashtra-415634 Ph. No. : 02359-241134
C. PREPARATION OF BIDS	
ITB clause	Description

(Sign of the Bidder's Authorized Representative)

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13.1	Bid Validity shall be of 90 days from the date of technical bid opening.
14.1	<p>In case 'Earnest Money / Bid Security' is in the form of 'Demand Draft' or 'Banker's Cheque' or 'Banker's Pay Order', the same should be favor of Ratnagiri Gas & Power Pvt. Limited, payable at Chiplun. However, bidders may submit EMD amount through E-payment by Credit card / Debit / Net Banking etc. also:</p> <p>Details of account of RGPPL is as follows:-</p> <p>Name of account Holder: Ratnagiri Gas & Power Pvt. Limited Name of Bank: State Bank Of India Account Number: 11285480852 (Current Account) Branch: Chiplun (Maharashtra) IFS Code: SBIN0000350 MICR Code: 415002865</p> <p>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.</p> <p>If bidder fails to submit the same his/her offer may not be considered.</p>
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
20 and 4.0 of IFB	<p>For bid submission purposes only (Manual) or the submission of physical document as per clause no. 4.0 of IFB, the Owner's address is :</p> <p>AGM (C&M-I/c) Ratnagiri Gas and Power Private Limited At & Post Anjanwel, Tal-Guhagar Dist.: Ratnagiri Maharashtra-415634 Ph. No. : 02359-241134</p> <p>Date : 06.04.2018 Time : 15:00 Hrs., IST</p>
24	<p>The bid opening shall take place at:</p> <p>AGM (C&M-I/c) Ratnagiri Gas and Power Private Limited At & Post Anjanwel, Tal-Guhagar Dist.: Ratnagiri Maharashtra-415634 Ph. No. : 02359-241134</p> <p>Date : 06.04.2018 Time : 15:30 Hrs., IST</p>

(Sign of the Bidder's Authorized Representative)

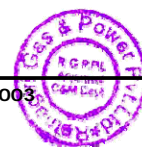
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E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
IFB Cl. "C"	Evaluation Methodology is mentioned in Section-II.				
F. AWARD OF CONTRACT					
ITB clause	Description				
31	State of which stamp paper is required for Contract Agreement: Maharashtra				
32	Contract Performance Security/ Security Deposit <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>APPLICABLE</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>NOT APPLICABLE</td> <td style="text-align: center;">X</td> </tr> </table> <p>If applicable: 10% of contract value.</p>	APPLICABLE	✓	NOT APPLICABLE	X
APPLICABLE	✓				
NOT APPLICABLE	X				

(Sign of the Bidder's Authorized Representative)

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GENERAL SAFETY OBLIGATION TO AGENCIES

1. Contractor has to arrange for all the safety Equipment 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 Equipment 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 Equipment 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 Equipment 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 Equipment 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 Equipment 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 Equipment 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 Equipment 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 Equipment 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/Equipment whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to electricians/workmen/officers.
18. The Contractor shall employ necessary number of qualified, full time electricians/ Electrical Supervisors to maintain his temporary electrical installations.
19. The Contractor employing more than 250 workmen, whether temporary, casual, probationer regular or permanent or on contract, shall employ at least one full time exclusively as safety officer to supervise safety aspects of the Equipment 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,

(Sign of the Bidder's Authorized Representative)

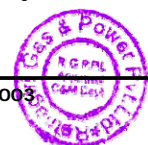
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whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to RGPPL's Engineer - in - Charge in prescribed form and also to all the authorized envisaged under the applicable laws.

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 Equipment. 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)

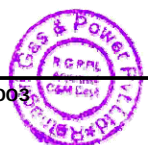
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GENERAL ENVIRONMENTAL OBLIGATIONS TO AGENCIES

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 Equipment 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 Equipment 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)

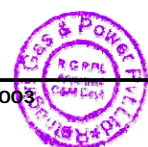
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FRAUD PREVENTION POLICY

1.0 POLICY OBJECTIVES: The "Fraud Prevention Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following: -

- a. To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
- b. To provide a clear guidance to employees and others dealing with RGPPL forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.
- c. To conduct investigations into fraudulent activities.
- d. To provide assurances that any and all suspected fraudulent activity will be fully investigated.

2.0 SCOPE OF POLICY: The policy applies to any fraud, or suspected fraud involving employees of RGPPL (all full time, part time or employees appointed on adhoc/temporary/contract basis) as well as representatives of vendors, suppliers, bidder's , consultants, service providers or any outside agency(ies) doing any type of business with RGPPL.

3.0 DEFINITION OF FRAUD: "Fraud" is a willful act intentionally committed by an individual(s) - by deception, suppression, cheating or any other fraudulent or any other illegal means, thereby, causing wrongful gain(s) to self or any other individual(s) and wrongful loss to other(s). Many a times such acts are undertaken with a view to deceive/mislead others leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts."

4.0 ACTIONS CONSTITUTING FRAUD: While fraudulent activity could have a very wide range of coverage, the following are some of the act(s) which constitute fraud.

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

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

5.0 REPORTING OF FRAUD:

- a. Any employee(full time, part time or employees appointed on adhoc/temporary/contract basis), representative of vendors, suppliers, bidders, consultants, service providers or any other agency(ies) doing any type of business with RGPPL as soon as he / she comes to know of any fraud or suspected fraud or any other fraudulent activity must report such incident(s). Such reporting shall be made to the designated Nodal Officer(s), nominated in every project/ HQ. If, however, there is shortage of time such report should be made to the immediate

(Sign of the Bidder's Authorized Representative)

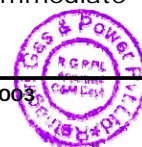
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controlling officer whose duty shall be to ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of 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.

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)

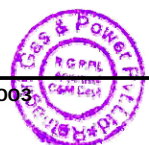
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FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Name of Contract: "RCC Structure Painting Work of LNG Storage tanks 200, 300 & 400 in LNG Area & Trestle Walls of Jetty at LNG Terminal-RGPPL."

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

Ladies and Gentlemen:

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

Yours faithfully,

Date: (Signature)

Place: (Printed Name).....

(Designation).....

(Common Seal).....

(Sign of the Bidder's Authorized Representative)

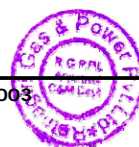
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FORMS & FORMAT

(Sign of the Bidder's Authorized Representative)

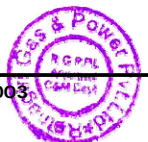
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F-1

BIDDER'S GENERAL INFORMATION

To,
M/s RGGPL

TENDER NO: RGPPL/C&M/CS-2634/OT-81

1	Bidder Name	
2	Status of Firm	Proprietorship Firm (submit Affidavit) /Partnership firm (submit Partnership Deed & PoA)/ Limited (submit Memorandum of Association, Certificate of Incorporation & POA) etc. /Others If Others Specify: __ [Enclose Relevant Document]
3	Name of Proprietor/Partners/Directors of the firm/company	
4	Number of Years in Operation	
5	Address of Registered Office: *In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Operation Address (if different from above)	City: District: State: PIN/ZIP:
8	Telephone Number	(Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)

(Sign of the Bidder's Authorized Representative)

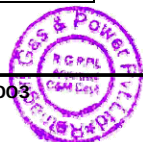
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12	ISO Certification, if any	{If yes, please furnish details}
13	Bid Currency	
14	Banker's Name	
15	Branch	
17	Bank account number	
18	PAN No.	[Enclose copy of PAN Card]
19	GST Regd. No.	[Enclose copy of Registration Certificate]
20	EPF Registration No.	[Enclose copy of EPF Registration Certificate]
21	ESI code No.	[Enclose copy of relevant document]
22	We (Bidder) are cover under the definition of section 2 (n) of the MSMED Act	Yes / No <i>(If the response to the above is 'Yes', Bidder to provide Purchaser a copy of the Entrepreneurs Memorandum (EM) filled with the authority specified by the respective State Government.)</i>
23	Whether Micro/Small/Medium Enterprise	(Bidder to submit documents as specified it ITB)
24	Type of Entity	Corporate/ Non-Corporate (As per Service tax Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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F-2
BID FORM

To,

M/s RGGPL

TENDER NO: **RGPPPL/C&M/CS-2634/OT-81**

Dear Sir,

After examining / reviewing the Bidding Documents for the tender of
“ _____ including
"Specifications & Scope of Work", "General Conditions of Contract [GCC]", "Special Conditions
of Contract [SCC]" and "Schedule of Rates [SOR]", etc. the receipt of which is hereby duly
acknowledged, we, the undersigned, are pleased to offer to execute the whole part of the job and
in conformity with the said Bid Documents, including Addenda / Corrigenda Nos. _____.

We confirm that this Bid is valid for a period as specified in BDS from the date of opening of
"Techno-Commercial / Un-priced Bid", and it shall remain binding upon us and may be accepted
by any time before the expiry of that period.

If our Bid is accepted, we will provide the "Contract Performance Security / Security Deposit"
equal to " _____ of the Contract Price" or as mentioned in Tender Document for the due
performance within "thirty [30] days" of such Award.

Until a final Agreement/Letter of Award is prepared and executed, the tender document (including
addenda/ corrigenda) together with the "Notification of Award" shall constitute a binding
Agreement between us.

We understand that Bidding Document is not exhaustive and any action and activity not
mentioned in Bidding Documents but may be inferred to be included to meet the intend of the
Bidding Documents shall be deemed to be mentioned in Bidding Documents unless otherwise
specifically excluded and we confirm to perform for fulfillment of Agreement and completeness
of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest priced or any Bid that you may
receive.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

(Sign of the Bidder's Authorized Representative)

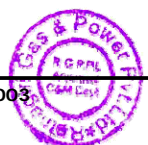
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LIST OF ENCLOSURES

To,

M/s RGPPL

TENDER NO: **RGPPPL/C&M/CS-2634/OT-81**

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bidding Document.
2. Document showing annual turnover for the last three years such as annual reports, profit and loss account etc. along with information as sought in enclosed format F-12
3. Copy of Bidding Documents along with addendum/corrigendum duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award, work will be executed in accordance with the provisions detailed in Bid Documents.
4. Documentary Evidences showing the Bidder's claim of meeting PQR as mentioned in Clause 4 of ITB.
5. Bid Security/EMD
6. Tender Fee
7. Integrity Pact
8. Power of Attorney

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

(Sign of the Bidder's Authorized Representative)

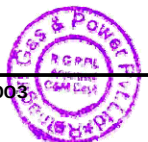
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F-4-A
PROFORMA FOR BANK GUARANTEE FOR "EMD"

(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.

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

.....
(Signature)

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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.....
(Name)

.....
(Designation with Bank Stamp)

Vide authorized

Power of Attorney No.....

Date

NOTE:

1. (*) 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.
2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.
3. 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.
4. 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)

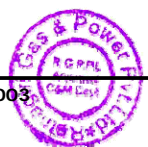
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Website Address: www.RGPPL.com



F-4-B

Form of Extension of Bank Guarantee

Ref. No.:
@ _____

Date:

Dear Sirs,

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

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

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

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

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

Dated
SEAL OF BANK

Note:

1. @ The extension of the Bank Guarantee should be forwarded to the Unit/Project/Corporate Centre, from where the extension has been sought.
2. 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.

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F-4-C

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.

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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.

Website Address: www.RGPPL.com



F-4-D**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 VVSYA 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	24	KRUNG THAI BANK PUBLIC COMPANY
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	MASHERQ BANK P.S.C.	27	SUMITOMO MITSUI BANKING CORPORATION
5	BANK OF NOVA SCOTIA	28	AMERICAN EXPRESS BANKING
6	CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK	29	COMMON WEALTH BANK OF AUSTRALIA
7	BNP PARIBAS	30	CREDIT SUISSE A. G
8	BARCLAYS BANK	31	FIRSTRAND BANK LIMITED
9	CITI BANK N.A	32	INDUSTRIAL & COMMERCIAL BANK OF CHINA LIMITED
10	DEUTSCHE BANK A.G	33	JSC VTB BANK
11	THE HONGKONG SHANGHAI BANKING CORPORATION LTD	34	NATIONAL AUSTRALIA BANK

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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

Website Address: www.RGPPL.com

12	SOCIETE GENERALE	35	COOPERATIVE RABOBANK UA
13	SONALI BANK LTD	36	SBERBANK
14	STANDARD CHARTERED BANK	37	UNITED OVERSEAS BANK LIMITED
15	J.P. MORGAN CHASE BANK, NATIONAL ASSOCIATION	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 BANK HANA
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

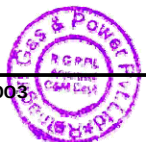
NOTE:	GUARANTEE FROM ANY FOREIGN BANK SHALL BE CONFIRMED BY A SCHEDULED/NATIONALISED BANK IN INDIA.
--------------	--

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415 634, Maharashtra, India.
Website Address: www.RGPPL.com



F-5
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:
To,
M/s RGPPL

Date:

TENDER NO: **RGPP/L/C&M/CS-2634/OT-81**

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

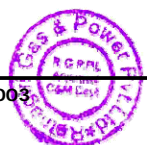
Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to RGPPL.

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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F-6
"NO DEVIATION" CONFIRMATION

To,

M/s RGPPL

TENDER NO: RGPPL/C&M/CS-2634/OT-81

Dear Sir,

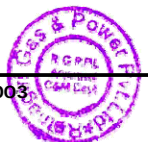
We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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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 at for.....

(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.

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.



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 -----2017 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

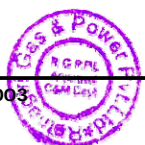
NOTE:

- 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.

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F-8
AGREED TERMS & CONDITIONS

To,

M/s RGPPL

TENDER NO: RGPPL/C&M/CS-2634/OT-81

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

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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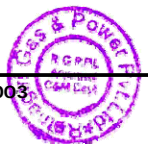
Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	commercial Bids.	
12.	Please furnish EMD/Bid Security details : a) EMD/ Bid Security No. & date b) Value c) Validity	
13.	Confirm acceptance to all provisions of ITB read in conjunction with Bid Data Sheet (BDS).	
14.	Confirm that Annual Reports for the last three financial years are furnished alongwith the Un-priced Bid.	
15.	Confirm that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
16.	All correspondence must be in ENGLISH language only.	
17.	Owner reserves the right to make any change in the terms & conditions of the TENDER/BIDDING DOCUMENT and to reject any or all bids.	
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Kindly mention Service Accounting Code (SAC) for quoted services.	

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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F-9
ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in RGPPL issued the tender, by filling up the Format)

To,

M/s RGPPL

TENDER NO: RGPPL/C&M/CS-2634/OT-81

Dear Sir,

We hereby acknowledge receipt of a complete set of bidding document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:

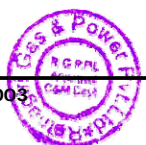
Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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F-10
UNDERTAKING ON LETTERHEAD

To,

M/s RGPPL

TENDER NO: **RGPPPL/C&M/CS-2634/OT-81**

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____ have not been modified or altered by M/s.(Name of the bidder with complete address). In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable for rejection”.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

(Sign of the Bidder's Authorized Representative)

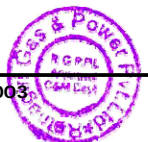
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Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415 634, Maharashtra, India.

Website Address: www.RGPPL.com



F-11
BIDDER'S EXPERIENCE

To,

M/s RGPPL

TENDER NO: RGPPL/C&M/CS-2634/OT-81

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

Place: [Signature of Authorized Signatory of Bidder]
 Date: Name:
 Designation:
 Seal:

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of M/s..... (Name of the bidder) and certify the following

ANNUAL TURNOVER OF LAST 3 YEARS:

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

Name of Audit Firm:
Chartered Accountant
Date:

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

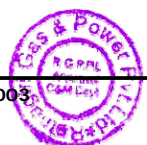
Instructions:

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

(Sign of the Bidder’s Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s RGPPL

TENDER NO: RGPPL/C&M/CS-2634/OT-81

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

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER

NAME OF BIDDER

(Sign of the Bidder's Authorized Representative)

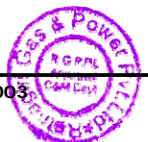
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Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415 634, Maharashtra, India.

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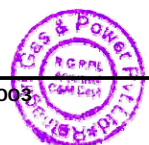
BANK MANDATE FORM

To be submitted in Duplicate

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



SECTION-IV

SCC & SOW

(TO BE READ IN CONJUNCTION WITH GCC)

(Sign of the Bidder's Authorized Representative)

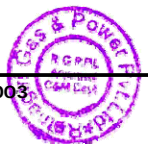
Ratnagiri Gas & Power Pvt. Ltd.

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Website Address: www.RGPPL.com



SPECIAL CONDITION OF CONTRACT

1.0 General

- 1.1. Special conditions of contract shall be read in conjunction with the General Conditions of Contract, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.
- 1.2. Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent of such repugnancies or variations in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Conditions of Contract.

2.0 Site Information

- 2.1. Ratnagiri Gas and Power Private Limited (RGPPL) is a Joint Venture company promoted by M/s NTPC Ltd (A Maharatna Company under Ministry of Power) & M/s. GAIL (India) Ltd (A Maharatna Company under Ministry of Petroleum & Natural Gas).
- 2.2. RGPPL is having integrated power generation [1967 MW (Gross)] & LNG re-gasification plant [5 MMTPA]. The Power plant is India's one of the largest operating gas based combined cycle power station. The site located at Village - Anjanwel, Taluka – Guhagar, District – Ratnagiri, Maharashtra, India. RGPPL plant is located 300 km from Mumbai and can be accessed by Road & Train. Chiplun is Nearest Railway station & Mumbai is nearest airport (Domestic as well as International).

3.0 Scope of Work

- 3.1. Please Refer Scope of Work attached separately.

4.0 Contract Period

- 4.1. The Contract shall be valid for 18 months including monsoon period.

5.0 Extra work& Permissible Deviation

(Sign of the Bidder's Authorized Representative)

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- 5.1. The work shall be completed as scheduled or may be extended beyond the scheduled period. The quantities indicated in Bill of Quantity / Price Schedule / Schedule of Rates are indicative & may vary considerably. The Unit rates shall remain valid for deviation work from of $\pm 50\%$. Payment shall be made based on the executed quantities as per the Price Schedule.
- 5.2. The Permissible deviation limit is $\pm 50\%$ of Contract Value i.e. Contract execution may vary from 50% to 150% of Contract value.

6.0 Insurance

- 6.1. Vendor shall take valid insurance, at their own cost, for their equipment & operators deployed at site and No claims shall be made towards RGPPL for any accidents during the course of the job.
- 6.2. Vendor shall indemnify owner against claims for death or personal injury or damage to real or personal property arising out of or in connection with or by reason of carrying out the Services against this contract.

7.0 Safety

- 7.1. Contractor shall follow all the safety norms which are in place at owner's work site during the execution of the job. Contractor personnel shall wear all the safety gadgets and Personnel Protective Equipment as per the job requirement.

8.0 Invoicing

Vendor will submit Invoice in name of

**Ratnagiri Gas & Power Pvt Ltd
LNG Terminal
At & Post – Anjanwel, Taluka Guhagar
Dist. – Ratnagiri, Maharashtra India**

Invoice will be submitted to Engineer-in – Charge. Details of Engineer-in – Charge will be informed in Letter of Intent / Letter of Award.

9.0 Payment Terms

- 9.1. Payment shall be made through cheque or e-payment against submission of following documents
- (i) Tax Invoice as per GST format
 - (ii) Measurement Sheets certified by EIC / SIC
 - (iii) Copy of insurance

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9.2. Vendor will submit separate invoice for reimbursable expenses (if agreed by RGPPL) along with supporting documents.

9.3. Party shall be allowed to raise maximum two RA bill in a month.

10.0 Defect Liability Period

Defect Liability period will be of **12 months** after the successful completion of subject work to the satisfaction of EIC.

11.0 Security Deposit (SD)

It will be deducted @10% at the time of making any payment to agency for the work done under the Contract. The amount deducted towards SD will be released after completion of Defect Liability Period.

(Sign of the Bidder's Authorized Representative)

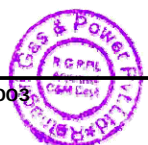
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SCOPE OF WORK

1. Introduction

- 1.1 Ratnagiri Gas and Power Private Limited (RGPPL) is a Joint Venture company promoted by M/s NTPC Ltd (A Maharatna Company under Ministry of Power) & M/s. GAIL (India) Ltd (A Maharatna Company under Ministry of Petroleum & Natural Gas).
- 1.2 RGPPL is having integrated power generation [1967 MW (Gross)] & LNG re-gasification plant [5 MMTPA]. The Power plant is India's one of the largest operating gas based combined cycle power station. The site located at Village - Anjanwel, Taluka – Guhagar, District – Ratnagiri - 415634, Maharashtra, India. RGPPL plant is located 300 km from Mumbai and can be accessed by Road & Train. Chiplun is Nearest Railway station & Mumbai is nearest airport (Domestic as well as International).

2 Scope of Work & Services

- 2.1 RGPPL intends to hire the services for RCC structure painting work of LNG storage tanks 200, 300 & 400 in LNG area & Trestle walls of jetty at LNG Terminal, RGPPL.
- 2.2 Bidders shall provide sufficient manpower on daily basis for the smooth execution of subject work or as directed by EIC depending on work to be executed. Bidder shall submit the execution plan before the start of work.
- 2.3 The necessary direction for execution of services shall be taken from EIC or his designated officials.
- 2.4 The contractor shall arrange the painting of the surfaces after getting clearance from EIC or its representative.
- 2.5 The inspection after each stage of work (surface preparation, first coat, final coat etc.) shall be jointly done by the EIC or his authorized representative and record thereof, before proceeding for the next stage of work to avoid rework due to non-acceptable quality of work.
- 2.6 The Contractor shall also arrange for post painting inspection for required thickness of the paint. The measurement shall be jointly done by the contractor and the EIC or his authorized representative before raising bill, to avoid delays in bill processing for the sake of verifications of measurement.

3 RGPPL's Scope

- 3.1 RGPPL shall issue the work permit during office hours on working days only for the execution of the jobs. Contractor shall comply all the safety related points and PPE.
- 3.2 Clear site & Supervision of the job.
- 3.3 Service water & electricity required for job execution shall be provided to the contractor free of cost at one point. The contractor has to make his own arrangement to use the same at work site by extending pipeline, cable, etc. as per requirement.

(Sign of the Bidder's Authorized Representative)

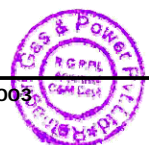
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SECTION-V

PRICE SCHEDULE/BOQ/SOR

(Sign of the Bidder's Authorized Representative)

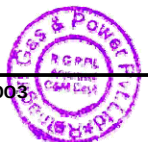
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PRICE SCHEDULE/BOQ/SOR

SCHEDULE/ DSR ITEMS:

Sl. No.	Description	Quantity	UoM	Unit Rate (Rs.)	Amount (Rs.)	DSR-2016 Ref.
1	Finishing walls with Premium Acrylic Smooth exterior paint with Silicone additives of required shade at all heights : The paint brands include AKZO NOBEL/ Asian paints apex ultima/ Kansai Nerolac/ or its equivalent as per the direction of EIC.					
	New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm)	50,000.00	Sqm	96.80	48,40,000.00	13.47.1
2	Removing dry or oil bound distemper, water proofing cement paint etc. and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	20,000.00	Sqm	10.80	2,16,000.00	14.46
Note: The items include arranging suitable type of Jhula/ hanging platform as approved by the RGPPL EIC & safety officer. Also, safety arrangement like fall arrestor, safety net, life lines, full body safety belts etc. and making safe approach for application of paints etc.						
A	TOTAL BASIC AMOUNT OF DSR ITEMS (SOR ITEM NO. 1 & 2) EXCEPT GST IN RS.:					50,56,000.00
B	PLEASE MENTION HERE THE %AGE (PERCENTAGE) RATE BELOW OR ABOVE THE RATES MENTIONED AT "A" ON WHICH YOU ARE WILLING TO EXECUTE THE JOBS:					
	[In case the contractor is offering a discount on the overall value mentioned above, same may be entered after pre-fixing (-) sign (e.g. discount @ 20% shall be mentioned as (-) 20%)				%
	AND					

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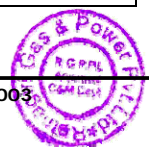
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	In case the contractor is charging premium on the overall value mentioned above, same may be entered after pre-fixing (+) sign (e.g. premium @ 20% shall be mentioned as (+) 20%]	
C	TOTAL BASIC AMOUNT OF DSR ITEMS AFTER (-) DISCOUNT/ (+) PREMIUM OFFERED BY CONTRACTOR OVER “A” EXCEPT GST IN RS.:	

NON-SCHEDULE/ NON-DSR ITEM:

Sl. No.	Description	Quantity	UoM	Unit Rate (Rs.) (In Words & Figure)	Amount (Rs.)
3	Removing & cleaning concrete structure of LNG storage tanks by way of scrapping the entire surface & by high pressure water jet cleaning @ 2000-3000 psi to remove the fungus/ salt/ coral deposits on the surface as required complete as per the direction of Engineer-in-charge.	30,000.00	Sqm		
D	TOTAL BASIC AMOUNT OF NON-DSR ITEMS (SOR ITEM NO. 3) EXCEPT GST IN RS.:				
E	TOTAL BASIC AMOUNT OF TENDERED SERVICE (I.E. “C” + “D”) EXCEPT GST IN RS.:				
F	APPLICABLE RATE OF GST ON “E” IN %				
G	APPLICABLE SERVICE ACCOUNTING CODE (SAC) ON TENDERED SERVICES				

(Sign of the Bidder’s Authorized Representative)

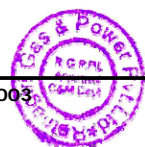
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SECTION-VI

GCC

(TO BE REFERRED FROM
WWW.RGPPL.COM)

Format F-2 hereby confirms the acceptance of GCC by
bidder in totality without seeking any deviation.

(Sign of the Bidder's Authorized Representative)

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