



**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

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## **NOTICE INVITING TENDER**

**NO. RGPPL/C&M/CS-2759/OT-93**

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

**BOD: 07/06/2019**



# Ratnagiri Gas & Power Private Limited (RGPPL)

**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

Dear Bidders,

16/05/2019

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

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

- EMD.
- Terms of Payment.
- Penalty Clause.

**(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.

Corporate Identification Number: U40105DL2005 PTC 138458 Website Address: [www.rgppl.com](http://www.rgppl.com)

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

**This is a NIL Deviation Tender**

Your prompt & proper response to our Tender Notice shall be highly appreciated. Tender Document must be sent through Speed / registered post / In person only. Submission of tender document in any other shall liable for rejection.

Yours faithfully,  
For & on behalf of RGPPL

Encl: As above

**Manager (C&M)**

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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<b>[Domestic Competitive Bidding (DCB)]</b>	
NIT No.: RGPPL/C&M/CS-2759/OT-93 <span style="float: right;">Date: 16/05/2019</span>	
<b>Tender Reference</b>	<b>RGPPL/C&amp;M/CS-2759/OT-93</b>
<b>Name of work</b>	<b>Maintenance of the Application software (FINMAT) for Material and Finance Module.</b>
<b>Bidding System</b>	Two Parts Bidding (04 Envelopes Systems)
<b>Tender Document fee.</b>	<p style="text-align: center;"><b><u>When tender is purchased from RGPPL</u></b></p> <p>A complete set of Bidding Documents may be purchased by any interested prospective Bidder on the submission of a written application to the below mentioned office and upon payment of a non-refundable fee of <b>Rs. 1,260/- (Rupees One Thousand Two Hundred Sixty Only)</b> (inclusive of GST@12%) in the form of a Demand Draft in favor of "Ratnagiri Gas and Power Private Limited" payable at <b>Chiplun</b>.</p> <p style="text-align: center;"><b><u>When tender is downloaded from RGPPL</u></b></p> <p>Bidders may download the tender enquiry documents from the web site <a href="http://www.rgppl.com">www.rgppl.com</a> and submit its tender by utilizing the downloaded document, along with the required non-refundable tender fee as mentioned below. The bidders must submit the below-mentioned tender document fee (in separate envelope with technical bid) along-with its tender failing which the tender submitted by the bidder shall be rejected.</p> <p>Non-refundable Tender fee: <b>Rs. 1,328/- (Rupees One Thousand Three Hundred Twenty Eight Only)</b> (inclusive of GST@18%) in the form of a Demand Draft in favor of "Ratnagiri Gas and Power Private Limited" payable at <b>Chiplun</b></p> <p style="text-align: center;">OR</p> <p>Bidder may submit tender fees amount through E-payment by Credit card / Debit / Net Banking etc.</p> <p>Details of account of RGPPL is as follows:-</p> <p><b>Name of account Holder:-</b> RATNAGIRI GAS &amp; POWER PVT LTD  <b>Name of Bank :-</b> STATE BANK OF INDIA  <b>Account Number:-</b> 11285480852 (Current Account)  <b>Branch:-</b> Chiplun (Maharashtra)  <b>IFS Code:-</b> SBIN0000350  <b>MICR Code:-</b> 415002865</p> <p><u>If tender fees amount is paid online then Bidder must sent /submit / copy of documentary evidence as proof of submission of Tender fees in the envelope of Tender Fees.</u></p> <p><u>If bidder fails to submit the same his/her offer may not be considered.</u></p>

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

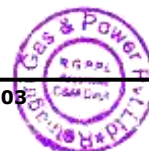
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<b>Tender Opening details:</b>	<p><b><u>Envelope-I (PART-A)</u></b></p> <p><b><u>It must consist of 03 envelopes containing following:</u></b></p> <p>Part i) <b>Tender Fees</b> (if tender document not purchased from RGPPL)</p> <p>Part ii) <b>EMD</b></p> <p>Part iii) Shall consist of supporting documents against the Qualifying Requirement, Letter of Undertaking, Certificate on important conditions of bidding, Technical offer, duly signed &amp; stamped our tender document and other necessary documents as per tender document etc.</p>	<p>Bids shall be received up to <b>15.30 hours</b> on <b>07/06/2019</b>.</p> <p>Technical Bids shall be Opened on <b>07/06/2019</b> at <b>15.30 hrs.</b></p> <p><b>Place of opening:</b> C &amp; M Dept, Ratnagiri Gas &amp; Power Pvt. Ltd., AT &amp; PO: Anjanwel, Taluka: Guhagar, Dist.:Ratnagiri, Maharashtra – 415 634</p> <p>Tender documents, if purchased from RGPPL are non- transferable.</p>
	<p><b><u>Envelope-II (PART-B)</u></b></p> <p><b>Shall consist of Price Bid only</b></p>	<p>Date of opening of Price Bid shall be informed separately to qualified bidders after evaluation of technical bid.</p>
<b>Envelope &amp; Dispatch</b>	<p>The outside of the envelope should clearly indicate the <b>Envelope no I or II, Name of the Bidder and his Address</b>. In addition, the left hand corner of the envelope or container should indicate the <b>Name of the work, TENDER NUMBER, BID OPENING DATE AND TIME</b>. <b>The Bidder has the option of sending the bid by Speed/Registered Post, in person only. Bids sent through any other media may not reach us within the schedule time. RGPPL takes no responsibility for delay, loss or non-receipt of tender documents within the stipulated date &amp; time. Bids submitted by any other mode may not be accepted.</b></p>	
<b>Earnest Money Deposit (EMD)</b>	<p><b><u>The Bidder shall furnish, as part of its Bid, Earnest Money Deposit (EMD) in a sealed envelope of amount: Rs. 20,000/- (Rs. Twenty Thousand Only)</u></b></p> <p>The EMD of the Bidders whose Techno-commercial Bids has not been found acceptable shall be returned. The EMD of the Bidders who are unsuccessful after opening of price bids shall be returned immediately after placement of award on the successful bidder.</p> <p>The EMD of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has furnished the CPG/Security Deposit, as applicable.</p> <p>The EMD may be forfeited:</p> <ol style="list-style-type: none"> <li>If the Bidder withdraws or varies its Bid during the period of Bid validity.</li> <li>If the Bidder does not accept the correction of its Bid price, pursuant to the clause mentioned in ITB</li> <li>If any deviation, variation, additional condition or any other mention is found anywhere in the price bid, contrary to the provision of bidding documents.</li> <li>In the case of a successful bidder, if the bidder fails within the specified time limit</li> </ol>	

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

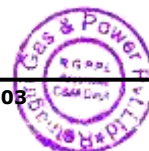
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	<p>i) To furnish the acceptance of Letter of Award. ii) To furnish the required Contract Performance Guarantee, if the same is required as per conditions of the LOA e. If the Bidder/his representative commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of RGPPL.</p> <p>Notwithstanding the provisions regarding forfeiture of Bid Security specified above, if a bidder after having been issued the Letter of Award/Purchase Order, either does not accept the order / Letter of award or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>No interest will be payable by RGPPL on the EMD and CPG as may be applicable.</p>
<b>Acceptable form of EMD</b>	<p>Crossed Demand Draft (preferably from SBI) / Banker's cheque / Banker's Pay Order (from Nationalized Indian Bank, as per list enclosed) drawn in favour of '<b>Ratnagiri Gas and Power Private Limited</b>', payable at <b>Chiplun (Maharashtra)</b>.</p> <p style="text-align: center;"><b>OR</b></p> <p>Bidder may submit EMD amount through E-payment by Credit card / Debit / Net Banking etc. Details of account of RGPPL is as follows:- <b>Name of account Holder:-</b> RATNAGIRI GAS &amp; POWER PVT LTD <b>Name of Bank:-</b> STATE BANK OF INDIA <b>Account Number:-</b> 11285480852 (Current Account) <b>Branch:-</b> Chiplun (Maharashtra) <b>IFS Code:-</b> SBIN0000350 <b>MICR Code:-</b> 415002865</p> <p>If EMD amount is paid online then Bidder must send /submit / copy of documentary evidence as proof of submission of EMD in the envelope of EMD. The EMD (in case submitted by way of DD/BC) in original shall be submitted in a sealed envelope along with the bid. If bidder fails to submit the acceptable EMD along with the bid then the offer may not be considered by EMPLOYER as being non-responsive and shall not be opened.</p>
<b>Special Privileges for SSI units</b>	NSIC/SSI units having valid registration under NSIC/SSI for the items mentioned in Bill of Quantity shall be exempted from Tender Fees & EMD up to the monetary limit for which unit is registered with NSIC/SSI
<b>Contract Period</b>	The Maintenance Contract shall be for the period of <b>12 Months</b> .
<b>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.</b>	

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## **(Section A)**

### **INSTRUCTION'S TO BIDDERS**

- 1) **ABOUT THE OWNER:** M/s Ratnagiri Gas and Power Pvt. Ltd is promoted by NTPC Ltd & GAIL (India) Ltd., 1967 MW combined cycle Power generation plant. Ratnagiri Gas & Power Project is situated at village Anjanwel, Taluka – Guhagar, Dist. Ratnagiri (Maharashtra). The project site is located at a distance of approx. 10 KMs North of Guhagar Town & 50 kms from Chiplun City (On Mumbai-Goa highway). The nearest Railway Station is Chiplun (Mumbai – Madgaon Route, KONKAN Railways).
- 2) **GENERAL INFORMATION:** The prospective Bidders are invited to submit a “Technical & Commercial Proposal” and “Price proposal” for the package. Methodology for submission of proposal has been detailed hereunder in this document.
- 3) **DEFINITIONS & TERMINOLOGY:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
  - a. “Applicable Law” - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Delhi (India).
  - b. “Contract” means the Contract signed by the parties, to which tender document are attached together with all the documents listed in such signed Contract.
  - c. “Contract Price” means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
  - d. “Government” means the Government of the Owner’s country i.e., INDIA.
  - e. “Local Currency” means the currency of the Government of India.
  - f. “Party” means the Owner or the Bidder, as the case may be, and “Parties” means both of them.
  - g. “Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.
  - h. “Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Terms of Reference.
  - i. Law Governing the Contract: The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
  - j. Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 4) **CLARIFICATION ON BIDDING DOCUMENTS:** A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer’s address indicated in the NIT/Tender Enquiry. The Employer will respond in writing to any request for clarification which he receives by the deadline specified in the NIT or no later than ten (10) days prior to the deadline for the submission of bid. The Employer will upload the clarification on its website i.e., [www.rgppl.com](http://www.rgppl.com) only. Bidders can view these clarifications. Bidders are advised to regularly check the website regarding posting of clarification, if any. Bidders must check the clarification issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding document as a result of clarification, it shall do so and upload the amendments in the tender on the RGPPL website.



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- 5) **Addenda/Corrigendum /Amendment:** At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The corrigendum's/amendment's will be posted in the tender on the RGPPL website for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any. To give prospective Bidders reasonable time to take the amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.
- 6) **PREPARATION OF BID PROPOSALS:** Proposals shall be complete in all respects and shall be submitted with requisite information and Annexure. It shall be free from any ambiguity. For preparation of Proposals, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Proposal.
- 7) **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, negotiation, discussion etc. and the Owner shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 8) **LANGUAGE OF THE BID:** The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.
- 9) **VALIDITY OF OFFER:** Bids shall remain valid for a period of 180 days from the actual date of opening of technical bid. A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive. In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.
- 10) **PREPARATION OF BID PROPOSAL:**
- I. **DOCUMENTS IN SUPPORT OF QUALIFYING REQUIREMENTS (QR):** The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements as stipulated in the Tender Document. Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made. No claims without supporting documents shall be accepted in this regard.
- II. **TECHNICAL PROPOSAL:** To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, documentary evidence wherever applicable that the Goods and related Services

**(Sign of the Bidder's Authorized Representative)**

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conform to the requirements specified. Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.

**Bidder should submit signed and stamped copy complete tender document along with the clarification/addendum/corrigendum (if any) along with the technical proposal as an acceptance of all the terms and conditions of the tender document.**

**The techno-commercial bid should not contain any price content entry. In case, the techno-commercial bid is found to contain any price content, such bid shall be liable for rejection.**

- III. **PRICE PROPOSAL:** Price shall be submitted in the sheet provided as part of the bid documents. The Price Bid should be submitted in the Separate sealed envelope. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.

**Bidders shall necessarily submit the prices on the PRICE SECHDULE/BOQ only.**

For preparation of the 'Price Proposal', Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Proposal shall be made on-line in 'Bid Price Schedule' of Bidding Documents.

The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.

**All prices to be quoted by the bidders will be in Indian Rupees only**, unless otherwise mentioned in the special conditions, on **FIRM price** basis and to remain valid during the currency of the Contract.

Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.

- 11) **NIL DEVIATION: No deviation, whatsoever, is permitted by the OWNER to any provision of Bidding Documents.** The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per NO DEVIATION Certificate enclosed in tender document.

In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.

Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive. Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.

**(Sign of the Bidder's Authorized Representative)**

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- 12) **BIDDER'S PROFILE:** Name and Address (es) of the sole Proprietor/Partners/Board of directors and photocopy of Affidavit of Proprietorship / Partnership Deed / Memorandum of Articles of Association to be submitted. Bidder's name stated on the proposal should be the exact legal name of the Firm. Copies of documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership to be submitted.
- 13) **SIGNATURE ON BIDS:** The bid must contain the name, residence and place of business of the person or persons making the bid and each page of the Proposal must be signed and sealed by the Bidder with his/her usual signature. The names of all persons signing should be typed or printed below the signature. Bid by the partnership firm must be furnished with all names of the partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s). Corporation/Company must be signed with legal name of the corporation/company by the persons authorized to bid on behalf of such corporation/company in the matter. **Valid evidence of authority of the person signing on behalf of the agency should be furnished along with the bid.** Bid not conforming to the above requirements of signing may be disqualified at the discretion of owner.
- 14) **SUBMISSION OF BIDS:** Bid must be received by the Employer at the address referred in the NIT/Tender Enquiry/SCC, no later than the time and date stated in the NIT/Tender Enquiry. In the event of the specified last date for submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day. The Employer may, in exceptional circumstances and at his discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended. Employer shall not be liable for loss/non-receipt/late receipt of the bid.
- 15) **LATE BIDS:** Bids submitted after the time and date fixed for the receipt of bids as set out in the tender document are liable to be rejected. However, owner reserves the right to consider the delayed bid under certain circumstances.
- 16) **CONFLICT OF INTEREST:** Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so permitted in the Bidding Documents. A Bidder who submits or participates in more than one bid in this bidding will be disqualified from the bidding. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that has been engaged by the Employer to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the execution of Works under this Invitation for Bids.
- 17) **MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BID:** The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for bid submission. The Owner shall return the bid for modification or withdrawal. Bidder wishing to withdraw/modify its bid shall notify the Owner in writing prior to the deadline prescribed for bid submission. A withdrawal notice may be sent by mail from the registered e-mail id or post or by telefax so as to be received by the Owner before the deadline for submission of bids. The notice of withdrawal shall be addressed to the Owner at the address named in the NIT/SPC, and bear the NIT/Tender enquiry number,

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Package name, and the words "BID WITHDRAWAL NOTICE". Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. The Owner shall on receipt of the "BID WITHDRAWAL NOTICE" from the bidder, return the bid. The bidder can thereafter re-submit its bid within the time line specified for bid submission. RGPPL shall NOT be responsible for the inability of the bidder to submit its bid again within the time line specified. Bidders are NOT allowed to submit any modification through any letter/ e-mail/fax etc. Such communications will not be considered. No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

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

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

The Employee will first open the Techno-commercial bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the tender enquiry/NIT/corrigendum (if any). All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.

The envelope containing Earnest Money Deposit, Tender Fee, etc., as specified in the tender document shall be opened first.

Based on the Earnest Money Deposit/EMD, Tender Fee, etc., as specified in the tender document, Employer shall allow only those bids to be opened whose EMDs, Tender Fee etc., (as applicable) have been received in RGPPL and are adequate and acceptable as per conditions of the bid document. Any other document specified in Tender Document to be submitted along with EMD shall also have to be submitted.

In case requisite Tender Fees & Earnest Money Deposit specified in Tender Document are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by EMPLOYER as being nonresponsive and shall not be opened. Any other document specified in tender document to be submitted along with EMD shall also have to be submitted, failing which Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened. QR and Technical Bid shall be opened together for evaluation.

The Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.

After the evaluation process of Techno-Commercial bid is completed, Employer will inform by email the eligible Bidders regarding date and time set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected & shall not be

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opened and their Earnest Money Deposit shall be returned. Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened in presence of the Bidder's authorized representatives who choose to attend. The participating bidders will be able to view the bid prices of all the bidders after opening of Price Bids by Employer.

19) **CLARIFICATION ON BIDS:** During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.

20) **PRELIMINARY EXAMINATION OF TECHNO-COMMERCIAL BIDS:** EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.

A material deviation, objection, conditionality or reservation is,

- (i) that effects in any substantial way the scope quality or performance of the contract.
- (ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidders obligation under the contract or
- (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

Material deficiencies in the bid may render the bid nonresponsive and may lead to the rejection of the bid. EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

21) **QUALIFICATION:** The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements as stipulated in the Tender Document. Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made. No claims without supporting documents shall be accepted in this regard.

EMPLOYER will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the NIT/IFB. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Techno-Commercial Bid as well as such other information as EMPLOYER deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, EMPLOYER reserves the right to seek in writing information relating to qualifying requirements in addition to details

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contained in the bid. The bidder shall furnish required information promptly to EMPLOYER. EMPLOYER will shortlist the Bidders meeting the stipulated Qualifying Requirements.

During evaluation, the Owner may, at its discretion, ask any Bidder for a clarification of its Bid. The Owner's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

RGPPL reserves the right to verify any claims made by vendors and to carry out a capability assessment. The decision of RGPPL shall be final in this regard. Notwithstanding any stated above, RGPPL reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder to perform the Contract, should the circumstances warrant such as assessment in the overall interest of RGPPL. Bids not meeting the requirements as stated in the Bidding Documents/NIT shall be rejected.

An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event EMPLOYER will not open the Price Bid of the concerned bidder and his Earnest Money Deposit shall be returned. A negative determination may result in the rejection of the Bid.

- 22) **EVALUATION OF TECHNO-COMMERCIAL BIDS:** EMPLOYER will carry out a detailed evaluation of the Techno- Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.

In case the Bidder refuses to withdraw additional conditions/deviations/ variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.

- 23) **PRELIMINARY EXAMINATION OF PRICE BID:** The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order. In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.

- 24) **DISCREPANCIES IN BID:** In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.

- A) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.
- B) In case of discrepancy between unit price and total price, the unit price will be considered as correct.
- C) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

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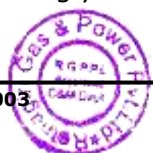
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- 25) **EVALUATION CRITERIA:** The evaluation criteria specified in Scope of work and terms and conditions shall over-ride all other similar related clauses appearing elsewhere in the bidding documents. The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.
- 26) **EVALUATION OF BIDS:** The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. To evaluate a Bid, RGPPL shall only use all the criteria and methodologies defined in this document. To evaluate a Bid, RGPPL shall consider the following:
- The bid price as quoted as per Bill of Quantity (BOQ).
  - Price adjustment for correction of discrepancy.
  - Price adjustment due to discounts offered;
  - Price adjustment due to Price Preference due to any other condition specified in bidding document;
  - Price adjustment due to application of the evaluation criteria.
- 27) **CONTACTING THE OWNER:** No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
- 28) **OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Owner reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Owner's action.
- 29) **AWARD CRITERIA:** The Owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily. The Bidder will be required to comply with all requirements of the Bidding documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.
- 30) **CONTRACT:** The Owner shall send to the successful Bidder the Purchase Order/Letter of Award. The contract shall come into effect from the date of issue of Letter of Award/Purchase Order/or as specified in the bidding document. Successful bidder on whom Contract/LOA/Purchase Order is placed shall hereinafter be called Supplier.
- 31) **CONSTRUCTION OF CONTRACT:** If required, RGPPL may place separate Orders for supplies and Services. The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Owner to terminate the other Contract(s) also at the risk and cost of the Supplier. The total value of all the orders shall be the Total Package value.
- 32) **DELIVERY SCHEDULE/COMPLETION PERIOD:** The Delivery of the Goods and Completion of the related Services shall be in accordance with the Delivery and Completion Schedule as per bidding document.

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33) **CONTRACT PRICE:** The Contract Price shall be as specified in the Letter Of Award.

34) **SCOPE OF SERVICE & SUPPLY:**

- a. The Goods and related Services to be supplied shall be as specified in the technical specification and Price Schedule. The successful bidder shall supply all the Goods and related Services included in the Scope of Supply, as per the Delivery and Completion Schedule specified in the bidding document.
- b. Unless otherwise stipulated in the Contract (Purchase Order /LOA), the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and related Services as if such items were expressly mentioned in the Contract.
- c. The Supplier shall ensure that the Goods and related Services comply with the technical specifications and other provisions of the Contract.
- d. The Goods and related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

35) **CONTRACT PERFORMANCE GUARANTEE (CPG)/PBG:** Within thirty (30) days of the receipt of Purchase Order/Letter of Award from the Owner, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Owner as mentioned below.

CPG may be submitted in any of the following forms:

- A crossed Demand Draft / Bankers cheque drawn in favour of Ratnagiri Gas & Power Private Limited Payable at Chiplun
- An irrevocable Bank Guarantee as per the RGPPL standard format from any Nationalized bank / Scheduled Bank as acceptable to RGPPL as per list enclosed.

Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 10% of total order value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty/defect liability period. The CPG should be submitted within 30 days of placement of award (**Refer Annexure-IX**).

**Note :- However CPG , Warranty , Guarantee clause as specified in the Special Purchase Conditions shall prevail.**

36) **AUTHORISED REPRESENTATIVE:** Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Owner or the Bidder may be taken or executed by the officials authorized for the purpose.

37) **INDEMNIFICATION:** The Supplier shall, at its own expense, defend and indemnify the Owner against all third-party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof. The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Owner shall not pay any compensation to a third party resulting from such infringement and the

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Supplier shall be fully responsible for the same, including all expenses and court and legal fees. The Owner will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim. Final payment to the Supplier by the Owner will not be made while any such suit or claim remains unsettled.

38) **MODIFICATION OF CONTRACT:** Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.

39) **FORCE MAJEURE:**

a. "Force Majeure" shall mean any event beyond the reasonable control of the Owner or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and which substantially affect the performance of the Contract.

Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Order.

(i) terrorist acts,

(ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority.

(iii) national/sectoral/illegal strike, sabotage, lockout embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague.

b. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.

c. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.

d. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract under clause (f) here under.

e. Delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall not

i. constitute a default or breach of the Contract

ii. give rise to any claim for damages or additional cost or expense occasioned thereby

if and to the extent that such delay or non performance is caused by the occurrence of an event of Force Majeure.

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- f. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution.
- g. Notwithstanding clause (e) above, Force Majeure shall not apply to any obligation of the Owner to make payments to the Supplier herein.
- 40) **NO BREACH OF CONTRACT:** The failure of a party to fulfill any of its obligations under the Contract shall not be considered to be a breach of or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event.
- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 41) **OBLIGATIONS OF THE BIDDER:** The Bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-bidder or third parties.
- 42) **RISK PURCHASE:** In the event of Suppliers failure to supply the material/services of acceptable quality in scheduled delivery period/completion period, RGPPL reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, RGPPL shall retain the right of forfeiture of CPG and or any other action as deemed fit.
- 43) **NOTICES:** Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, telex, telegram, or facsimile to such Party i.e. Owner or Bidder.
- 44) **TERMINATION:** The Owner may terminate the Order/Contract, by not less than thirty (30) days written notice of termination to the Supplier, to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause and sixty (60) days in the case of the event referred to in (e) below:
- (a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Owner may have subsequently approved in writing;
- (b) if the Supplier becomes insolvent or bankrupt;
- (c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

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- (d) if the Supplier, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract.

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.

- (e) if the Owner, at its sole discretion, decides to terminate this Contract.

In event of termination of Contract, the Owner shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Owner from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.

#### 45) TAXES, DUTIES & LEVIES ETC.:

- i) “Goods and Services Tax” or “GST” means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.
- ii) The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.
- iii) For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
- iv) The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.
- v) The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
- vi) In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.
- vii) In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Owner shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.
- viii) In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.
- ix) In case of all materials identified by the Supplier and Owner to be dispatched directly from the sub-vendor's work to Owner's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Owner's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Owner during transit of the materials before the delivery of materials is taken by Owner.

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- x) For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices.
- xi) Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
- xii) Owner shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
- xiii) Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both RGPPL and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns.
- xiv) Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.  
xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
- xv) The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on RGPPL due to such default.
- xvi) Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.
- xvii) The Owner shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- xviii) Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- xix) If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Oder/Contract, an equitable adjustment shall be made to take into account any such change.
- xx) The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Owner and the Bidder.
- xxi) Agency shall clearly mention the taxes, duties & levies applicable over their quoted rates, in case nothing is mentioned, quoted rates shall be construed as inclusive of all taxes, duties & levies. No Post BID request shall be entertained.
- xxii) However, during the currency of the contract, due to any new enactment of Law, any **tax and/or duty becomes payable by the owner in respect of the transaction between** the owner and the agency and it is actually paid by the Contractor to the concerned Government, then it shall be reimbursed by owner at actual cost on production of the necessary valid documentary evidence.

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- xxiii) As regard Income-Tax, Surcharge in Income-Tax and any other corporate Taxes as applicable, RGPPL shall not bear any tax liability in respect of the contract irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of such tax, if attracted, under the provision of the Indian laws, owner shall deduct Income-Tax at source from all the payments to be made to the Contractor in accordance with the provisions of Indian Income-Tax law as applicable from time to time and deposit the same to the concerned Government authorities.
- xxiv) Custom duty /clearance from custom dept:** Clearance of Custom, stevedoring or any other activities (if required) shall be performed by Contractor at his sole cost and expenses.
- 46) **TAX DEDUCTION AT SOURCE:** Tax deduction at source shall be governed as per prevailing rules of Income Tax Act & GST Act.
- 47) **LIMITATION OF LIABILITY:** Except in cases of criminal negligence or willful misconduct,
- (a) the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Owner and
- (b) the aggregate liability of the Contractor to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Owner with respect to patent infringement.
- 48) **ASSESSMENT OF THE WORK & LOCAL CONDITIONS:** It will be imperative on the part of each Bidder to have FIRST HAND ASSESSMENT OF THE WORK and fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under those documents.

The Contractor shall inspect the site and its surroundings and shall satisfy himself of and all circumstances affecting the site and the works, the form and nature of the site, the extent and nature of the work, completion of the works, the means of communication with and transportation and access to the site, the accommodation it may require and in general all risks and contingencies influencing or affecting the works. The Contractor shall not, except as expressly provided in these conditions be entitled to any extension to any guaranteed completion date or to any adjustment of the Contract price on grounds of misinterpretation or misunderstanding of any such matter, nor shall except as so provided, it be released from any of the risks accepted or obligations undertaken by it under the Contract on the ground that it did not or could not reasonably have foreseen any matter which affects the execution of the works. Site conditions shall not relinquish the Contractor from any of his obligations/responsibilities to be discharged and performed under the Contract as per schedule within the Contract price. The rates quoted by the agency shall be all inclusive for provision of all incidental expenses necessary for proper execution and completion of work in full in accordance with the terms and conditions of bid documents.

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- 49) **Laws Governing the Contract:** This contract shall be governed by the Indian Laws for time being in force. The court at Mumbai shall have exclusive jurisdiction in all matters arising under this contract.
- 50) **These 'INSTRUCTIONS TO BIDDERS' & Special Conditions of Contract shall form an integral part of the contract.**
- 51) The Bidder shall comply with all the legal requirements and obtain all necessary licenses/permissions under various applicable Laws/Acts.
- 52) Bidders not confirming to these requirements may be rejected and no correspondence whatsoever thereof shall be entertained.
- 53) In case of any violation of statutory provision under labour laws/or otherwise on behalf of the Bidder there will not be any liability on RGPPL.
- 54) The successful bidder shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or Central Government or local authority including Indian Workmen's Compensation Act, Contract labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act etc. in so far as they are applicable to this contract. The successful bidder shall indemnify and keep RGPPL indemnified in case any proceedings are taken or commenced by any authority against the RGPPL for any contravention of any of the laws, bye laws or scheme by the successful bidder. If as a result of successful contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the RGPPL is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the RGPPL shall be entitled to deduct the same from any money due or that may become due to the successful bidder under this contract or any other contract or otherwise recover from the successful bidder any sum which the RGPPL is required or called upon to pay or reimburse on behalf of the successful contractor.
- 55) RGPPL shall not be responsible financially or otherwise for any injury to the contractor's personnel in the course of performing the job.
- 56) The individual signing the quotation tender form or any document forming part of the contract on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to sign/ other such person of the firms as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time the RGPPL, may without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In case of registered or unregistered Partnership Firm, all the partners should sign the quotations; alternatively, if a single partner is signing the bids, he shall produce authorization letter / Power of attorney from all the partners of the firm authorizing him to sign the bids. In case where any person is signing the agreement on behalf of limited Company or firm, he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf of the company or firm.

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- 57) **FRAUD PREVENTION POLICY:** "The Bidder" along with its associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of 'Fraud prevention Policy' of RGPPL displayed at website <http://www.rgppl.com>. An undertaking regarding adherence to the fraud policy shall be submitted by the Bidder along with the bid as per format provided in these documents.
- 58) **WORK PERFORMANCE:** RGPPL reserves the right to cancel the contract or to withhold the payment in the event of non-commencement within time or unsatisfactory performance of the work. In such an event RGPPL further reserves the right to get the work done at the risk and cost of the Contractor from open market or through some other bidders and the Contractor will be barred in RGPPL for a period of 2 years from participating in such type of tender in addition to forfeiture of earnest money/security deposit/contract performance guarantee, if so warranted.
- 59) **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.
- 60) 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.
- 61) **GST Invoice shall contain the following:**
- Name, address and GSTIN of the supplier.
  - A consecutive serial number containing only alphabets and/or numerals, unique for a financial year.
  - Date of its issue.
  - Name, address and GSTIN/ Unique ID Number, if registered, of the recipient.
  - Name and address of the recipient and the address of delivery, along with the name of State and its code, if such recipient is unregistered and where the taxable value of supply is fifty thousand rupees or more.
  - HSN code of goods or Accounting Code of services.
  - Description of goods or services.
  - Quantity in case of goods and unit or Unique Quantity Code thereof.
  - Total value of goods or services.
  - Taxable value of goods or services taking into account discount or abatement, if any. rate of tax (CGST, SGST or IGST) amount of tax charged in respect of taxable goods or services (CGST, SGST or IGST)

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- k) Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce.
- l) Place of delivery where the same is different from the place of supply.
- m) Whether the tax is payable on reverse charge.
- n) The word "Revised Invoice" or "Supplementary Invoice", as the case may be, indicated prominently, where applicable along with the date and invoice number of the original invoice; and (q) signature or digital signature of the supplier or his authorized representative.
- 62) The award of contract shall be on "work contract basis". The bidder shall be responsible for payment of GST levied on the work contracts services in accordance with the applicable Act or Notification(s) by the State or Central Government or other authorities and rules made there under including amendments, if any. The liability on account of such tax as per the rates of tax prevailing as on seven (7) days prior to the date of bid opening shall be included in the bid price. In case of any variation in the rates of the tax after the date seven (7) days prior to date of bid opening, the same shall be paid/reimbursed to/recovered from the successful Bidder subject to submission of documentary evidence and proof of having made the payment at the revised rate and on certification by Engineer-in-charge.
- 63) It shall be incumbent upon the successful bidder to obtain a registration certificates under GST law and other law(s) relating to levy of tax, duty, cess etc and necessary evidence to this effect shall be furnished by the successful Bidder to the Employer. If the successful Bidder intends to engage itself in quarrying or mining of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals required for the Works, as the case may be, it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee or charges applicable thereto.
- 64) The bid price shall also be inclusive of Royalties or Seigniorage, Fee or Cess or other charges payable on the quarried or mined metals, minerals or minor minerals as the case may be, at the rate(s) prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening.
- 65) **Corrupt or Fraudulent Practices:** Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition;

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(b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.

66) **DECLARATION ON BANNING POLICY:** The Owner has in place a policy for withholding and banning of business Dealings as displayed on its tender website <http://www.rgppl.com>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor on any of the grounds detailed in the said Banning Policy. Declaration on Policy for withholding and banning of Business dealings duly filled as per the Owner's format is enclosed in bidding document. The acceptance of this declaration is to be submitted along with the bid. (While referring the Banning Policy, the name "M/s Ratnagiri Gas & Power Pvt. Ltd." shall be read and understood in place of "NTPC" / "M/s National Thermal Power Corporation").

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## **(Section -B)**

### **Pre-Qualification Requirement/Criteria**

#### **Qualifying Requirements for the Agency:**

1. The bidder should have at-least two (02) year experience in providing maintenance support for FINMAT system.
2. The bidder should have executed either of the following within preceding seven (07) years reckoned as on the date of techno-commercial bid opening-
  - a. **One** similar work of value not less than **INR 14.24 Lacs.**
  - OR**
  - b. **Two** similar works of value not less than **INR 8.90 Lacs each.**
  - OR**
  - c. **Three** similar works of value not less than **INR 7.12 Lacs each.**

#### **Note:-**

- Similar work means **"Maintenance Support for FINMAT System"**.
  - The word "executed" mentioned above means the bidder should have achieved the criteria specified above, even if the order has not been executed fully.
  - In case of order under execution, the value of work executed till the date of opening of techno-commercial bid as certified by the client shall be considered.
3. The average annual turnover of the bidder in the preceding three (03) financial years as on date of techno-commercial bid opening **shall not be less than INR 17.80 Lacs.**

#### **Note:-**

- Other income shall not be considered while computing annual turnover.
  - In cases where audited results for the last financial year are not available as on the date of techno-commercial bid opening, the financial results certified by a practicing Chartered Accountant shall be considered acceptable.
  - In case, the bidder is not able to submit the certificate from a practicing chartered accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results 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.
4. The bidder should have valid PAN and GST registration.

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

**Documents Required:**

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

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# Ratnagiri Gas & Power Private Limited (RGPPL)

**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

## **ANNUAL TURNOVER STATEMENT:**

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

<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (Rs.)</b>	<b>Ref PAGE No.</b>
2017-2018		
2016-2017		
2015-2016		

## **PAN NO, GST NO.:**

<b>Description</b>	<b>No.</b>	<b>Ref Page no. of Document enclosed in support of QR</b>
PAN NUMBER		
GST REGISTRATION NO.		

## **CHECKLIST FOR PRE QUALIFYING REQUIREMENT:**

<b>QR CLAUSE</b>	<b>Qualifying Requirement</b>	<b>Reference No. of Document enclosed in support of QR.</b>
1	Audited Balance Sheet(s) and Profit & Loss Account(s) for FY 2017-2018 Audited Balance Sheet(s) and Profit & Loss Account(s) for FY 2016-2017 Audited Balance Sheet(s) and Profit & Loss Account(s) for FY 2015-2016	
2	Letter of award (LOA) / Work order executed & documentary evidence in support of successful execution provided by client.	
3	PAN No. GST Registration certificate.	

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Tel no: 02359 241134,241012 email id: [shweta.verma@site.rgppl.com](mailto:shweta.verma@site.rgppl.com); [dipak.patil@site.rgppl.com](mailto:dipak.patil@site.rgppl.com);





# Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2759/OT-93

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

**DETAILS OF SIMILAR CONTRACT EXECUTED IN ACCORDANCE TO  
QUALIFYING REQUIREMENT DURING PAST SEVEN YEARS**

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

(Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

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

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## **(Section- C)**

### **Scope of Work**

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

- I. Maintenance and Support for all Financial Accounting Modules, Materials Management Modules, System Admin Modules and any related module incorporated under the Software package FINMAT.
- II. Software Maintenance of FINMAT under Oracle 10g RDBMS, Oracle Application Server 10g and Oracle Forms & Reports 10g.
- III. Database administration activities like consistence checks, reconfiguration, updating etc. required will be carried out for upkeep of the system by maintenance engineer.
- IV. Daily, weekly, quarterly cartridge DAT/DVD/CD backup of data and programs need to be taken. Maintenance engineers have to maintain regular liaison with RGPPL user departments.
- V. Any major software bug/defects in FINMAT need to be rectified within three working days from the date of reporting the defect/bug. However, any other minor bugs need to be attended on daily basis.
- VI. In case of system crash, the agency has to recover and restore database to the point just before crash within single day and re-establish the FINMAT applications functionality. RGPPL responsibility will be limited to providing necessary hardware backup only.
- VII. FINMAT maintenance also covers development of additional screens, reports that will be required by end user for better utilization of the system.
- VIII. Minor modification due to statutory requirement / government regulation.
- IX. Monitoring of space usage (database), data base tuning and deletions of authorizations of transferred / retired employees shall be done periodically.
- X. Agency has to provide upgradation, reconfiguration, and data consistency checks as required to upkeep the system.
- XI. Agency has to maintain all the audit logs and has to furnish the relevant audit logs as and when required.
- XII. A ready to use dummy server having latest data (Not earlier than 2 days) shall be maintained on normal PC (which shall be provided by RGPPL). In case of crash/emergency, the above mentioned PC shall function as server.
- XIII. Agency should co-ordinate the periodic cleaning of 'Master Tables' with the user departments.

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

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- XIV. No user shall be granted access (Including read) to the role/frame other than the authorized role / frame.
- XV. Use of any unlicensed / pirated software / applications either in connection with maintenance of FINMAT application or in general is strictly prohibited. Agency is responsible for the violations whatever so caused.
- XVI. Data generated is the exclusive property of RGPPPL. Theft / sharing / alteration / destruction of data are strictly not allowed.
- XVII. As per the requirement of RGPPPL the database may be migrate in 12c. The successful migration of database from 10g to 12c will be in the vendor scope.

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

## **(Section - D)**

### **Special Conditions of Contract**

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

The Successful bidder may submit PBG @10% of the awarded contract value before starting of the contract. After submission of the PBG the Security deposit of the company shall not be deducted.

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## 16. General Terms & conditions:

### 1) **COMPLIANCE OF LABOUR LAWS:**

The Contractor shall be liable to make payment to all the employees / personnel working for the contract and make compliance with prevailing provisions of labour laws. If the OWNER, is held liable as 'PRINCIPAL EMPLOYER' to pay contribution etc. under ESI Act or any other legislation of Government or Court decision, in respect of the employees / manpower engaged by the Contractor, then the latter would reimburse, the amounts of such payments so paid by Owner.

### 2) **CO-OPERATION WITH OTHER AGENCIES:**

The Contractor & its personnel shall fully cooperate with other contractor's person working at the owner's site to avoid any hindrance to the smooth progress of ongoing works.

### 3) **Gate Pass/Identity Cards: The contractor shall issue photo entry pass for their**

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

### 4) **Safety Obligations:**

Agency shall STRICTLY follow and FULLY comply with the RGPPL's safety norms enclosed as per **Annexure-I**, in addition to the "SAFETY CODE" of NTPC displayed at RGPPL website [www.rgppl.com](http://www.rgppl.com) (while referring the SAFETY CODE, the names NTPC Ltd/National Thermal Power Corporation shall be replaced & read by name Ratnagiri Gas & Power Pvt. Ltd) & specific instructions of RGPPL Safety-in-Charge.

### 5) **General Environmental obligations:**

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

### 6) **SUB-LETTING OF CONTRACT:**

No part of this contract nor any share or interest therein in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly to any person/firm or organization.

### 7) **RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER SERVICES:**

Nothing contained herein shall restrict OWNER from accepting similar service from other agencies, at its discretion and at risk and cost of the CONTRACTOR, if the CONTRACTOR fails to provide the said services any time.

### 8) **Rate Validity:**

The rates agreed to herein shall remain fixed till the expiry of the contract and the contractor shall not be entitled to any increase or any other right or claim whatsoever by way of representation, explanation or statement or alleged representation or any understanding or assurance given or alleged to have been by any employee of the company or due to, contractor own ignorance or on account of any difficulties or hardships faced by him.

### 9) **DISCIPLINE:**

The contractor shall be responsible for the proper behavior of the persons employed by him and exercise control over them. He shall also bound to prohibit and prevents his employees from taking any direct or indirect interest and/ or support assist maintain or employees from taking any direct or indirect interest and/ or support assist maintain or help any person or persons engaged in any antisocial activities, demonstration, riots or agitation, which may in any

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way be detrimental or prejudicial to the interest of the Company or of the proprietors or occupiers of land/ properties in the neighborhood. In the event of any such action by his person or persons, Contractor shall be fully and exclusively responsible therefore and shall keep the company harmless and indemnified from any consequential claims actions, suits, proceedings, loses or damages on any ground whatsoever.

In any case the company considers presence of any of the persons of the contractor undesirable for whatever reasons including integrity, conduct, competence, 24 hours notice in writing will be given by the Company to the Contractor and such persons shall be necessarily removed from the site by the Contractor on receipt of said notice. Such a person will not be re-employed without the express and written authorization of Engineer In-Charge of the Company. Suitable replacement/ arrangement to be made by the contractor to ensure uninterrupted services under above circumstances as per the instruction of the Company representative.

10) **HANDING OVER OF SITE:** Efforts will be made by the Owner to hand over the site to the Contractor free of encumbrance. However, in case of any delay in handing over of the site to the Contractor, the Owner shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the Owner shall not consider any other compensation whatsoever. The Owner reserves the right to hand over the site in parts progressively to the Contractor. The Contractor will be required to do work on such released fronts in parts without any reservation whatsoever.

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

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

12) **Contractor's Responsibility:**

- a) The contractor and its working personnel have to observe safety rules existing in RGPPL.
- b) The contractor has to provide the necessary PPEs to its workers to the satisfaction of the EIC.
- c) All the persons engaged by the Contractor shall be on his established pay roll and be paid by him and company has to no liability whatsoever in this regard. The contractor shall make regular and full payment of wages & salaries to the persons engaged by him as required under relevant Labour laws and submit one copy of the payment sheet/ register to the company as a proof there of for its record.

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- d) The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
- e) The contractor shall indemnify the company against all losses or damages, if any, caused to it on account of acts of the personnel deployed by him.
- f) The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7<sup>th</sup> of the subsequent month. The contractor shall be directly responsible and indemnify the company against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- g) The contractor shall be responsible for required contributions towards P.F, pension, ESI workmen compensation or any other statutory payments to be made in respect of the Contract and the personnel employed for rendering service to RGPPL & shall deposit these amounts on or before the prescribed dates. Every contractor shall submit the proof of depositing the employee and employers contributions. The contractor shall also be responsible to pay any administrative/ inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of RGPPL.
- h) Contractor shall exclusively be liable for non-compliance of the provision of any act, laws, rules and regulations having bearing over engagement of workers directly or indirectly for execution of work and contractor hereby undertakes to indemnify the Company against all actions, suits, proceedings, claims damages etc. which may arise under the Minimum Wages act payment of wages Act. Employees Provident Fund Act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this Contract.
- 13) **Water Supply:** RGPPL will provide free of cost at a single point only, subject to availability and solely at the discretion of RGPPL.
- 14) **Power Supply:** RGPPL will provide free of cost at 50 Hz single phase and 3 phase supply at a single point only and solely at the discretion of RGPPL.
- 15) **The contractor shall not engage any person less than 18 years of age.**
- 16) The consumables brought by the agency shall be in good condition and of good quality and brand.
- 17) **General Conditions of Contract (GCC-O&M):** The contract shall also be governed as per GCC-O&M (NTPC), displayed at RGPPL website (www.rgppl.com) to the extent applicable. In case of any contradiction between GCC and LOA, LOA shall prevail. (While referring the GCC, the names NTPC Ltd / National Thermal Power Corporation Ltd shall be replaced & read by the name M/s Ratnagiri Gas & Power Pvt. Ltd.).
- 18) **All payments to the employee are to be done through online payment only.**
- 19) **DISPUTE AND ARBITRATION:** The agencies hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the Contract amicably. The decision of the Officer-In-Charge shall be binding on the agency. In case of any

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dispute or difference it shall be resolved through arbitration for which Head of RGPPPL site shall be the **arbitrator**. However, in the event of non acceptance by the agency, any third-party arbitrator shall be appointed by mutual agreement. In the event of litigation, the court at Mumbai shall have the jurisdiction over the same.

20) In case of any violation of statutory provision under labour laws/or otherwise on behalf of the agency there will not be any liability on RGPPPL.

21) In case of breach of any of the terms of agreement, the security deposit of the agency is liable to be forfeited. Any sum of money due, is payable to the agency including the security deposits refundable to him under the contract, can be appropriated by RGPPPL against any amount which the agency may owe to RGPPPL.

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

### **SPECIAL CONDITIONS ON COVERAGE OF EMPLOYEES PROVIDENT FUND**

- 1.0 The agency shall be liable to extend Provident Fund benefits as provided under Employee's Provident Fund Scheme to all employees from the date of their joining in the establishment as provided under para 26 of Employee's Provident Fund Scheme - 1952.
- 2.0 The agency shall get their establishment covered under the Employee's Provident Fund & Miscellaneous Provisions Act, 1952 and obtain independent PF Code No. directly from the appropriate Regional Provident Fund Commissioner.
- 3.0 The agency shall be liable to deduct the PF contribution from his Employee and deposit the contribution (Employees & Employers both) to the concerned Regional Provident Fund Commissioner before 15th day of every calendar month falling which RGPPPL will take necessary action as deemed fit.
- 4.0 After disbursement of wages (preferably through bank payment), the agency shall submit certified copy of the wage sheet bank payment schedule to Officer-in-Charge latest by 15th day of every calendar month for determination of Provident Fund Liability and other statutory obligations.

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# Ratnagiri Gas & Power Private Limited (RGPPL)

NIT No.: RGPPL/C&M/CS-2759/OT-93

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

## (Section – E)

### Price Schedule/BOQ/SOR:

Sr. No.	Description	Unit	Qty	Rate Per Day (Rs.)		Total Amount (Rs.)
				In Fig.	In Words	
	A	B	C	D		E=C*D
1	Maintenance Support Engineer for materials module of the Application Software (FINMAT) based on Oracle 10g and Windows / LINUX Background.	Per Person Per Month	12			
2	Maintenance Support Engineer for Finance module of the Application Software (FINMAT) based on Oracle 10g and Windows / LINUX Background.	Per Person Per Month	12			
3	Visit of one Senior Expert at RGPPL site on the call of EIC to resolve the pending issues.	One Expert person for 2 days	4			
<b>Total (in Rs.):</b>						

SAC Code: .....

GST: in % ..... in Rs.: .....

**Total Amount including GST:**

(In figure): .....

(In words): .....

### Notes:

- In the event of discrepancy between the rate given by the tender as described in words and that stated in figures, the description in Words shall prevail.
- Applicable GST is payable extra. Quoted rates shall be inclusive of all taxes, duties & levies, Except GST.** No Post BID request shall be entertained.



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3. Rates to be quoted both in figures and words. In case, the rate is not quoted in words, RGPPPL reserves the right to reject the bid.
4. Evaluation shall be made on package basis.
5. In the event of an error occurring in the amount column of Price Schedule as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extended Price shall be amended on the basis of the unit rate.
6. Agency shall clearly mention the taxes, duties & levies applicable over their quoted rates, in case nothing is mentioned, quoted rates shall be construed as inclusive of all taxes, duties & levies. No Post BID request shall be entertained. As regard to income tax, Surcharge on Income-Tax and any other corporate Tax, owner shall not bear any tax liability & as per the provisions of the Indian laws, owner shall deduct Income-Tax at source from all the payments to be made to the Contractor in accordance with the provisions of Indian Income-Tax law as applicable from time to time and deposit the same to the concerned Government authorities.
7. These bidding documents together with all its attachments / enclosures thereto, shall be considered to be read, understood and accepted by the bidders, unless deviations are specifically stated seriatim by the bidder. The Certificate of Nil Deviations (as in Annexure) shall be submitted by the bidder. Any deviation will be loaded over & above the quoted price as per the standard RGPPPL norms to arrive the bidder position for contract finalization.
8. The BOQ indicated is as envisaged. However, the executions of all the quantities in BOQ are not binding to RGPPPL.
9. Increase or decrease in execution of BOQ will not affect the price of quantity executed.

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## **Annexure-I**

### **GENERAL SAFETY OBLIGATION TO AGENCIES**

1. Contractor has to arrange for all the safety equipments like safety shoes, Helmets, goggles, gloves, safety belts etc required for safety of their workers working at site.
2. The contractor shall issue photo entry pass for their personnel to be deployed inside plant, which they shall be required to display prominently during the period of their stay within the company premises.
3. The contractor shall obtain proper gate pass for entries and exists of all materials and equipments inside the plant.
4. Liabilities for Safety at site shall be strict in the observance of the existing safety and accident prevention regulations of RGPPL.
5. Contractor has to take special precaution to ensure that the personnel under his control do not carry any combustible materials such as matchbox, cigarettes, etc. Smoking is strictly prohibited inside plant premises.
6. The Contractor shall have the group insurance/Workman's compensation policy for the working manpower at site looking the scope of work and as per the statutory rules for the complete period of contract.
7. The Contractor shall ensure proper safety to all the workman, materials, plant and equipments belonging either to him or to other agencies or to RGPPL at the Site.
8. The Contractor will notify well in advance to the Engineer-in-charge of his intention to bring to the site any container filled with liquid or fuel or gas or explosive or petroleum substance which may involve chemical hazards, The Engineer-in-Charge shall have the right to prescribe the terms and conditions under which such container is to be handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer-in-Charge shall have the right at his sole discretion to inspect any such container or such construction plant for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use,
9. All equipments used in construction and direction by Contractor shall meet Indian/International standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained in accordance with manufacturer's operation manual and safety instructions and as per guidelines of RGPPL in this regard.
10. Periodical examinations and all tests for lifting/hoisting equipments and tackles shall be carried out in accordance with the relevant provisions of factories Act. 1948, Indian Electricity Act. 1910 and other applicable laws/rules in force from time to time. A register of examinations and tests shall be properly maintained and will be promptly produced as and when desired by Engineer - in -Charge or by the person authorized by him.
11. The Contractor shall fully responsible for the safe storage of his and his sub-Contractor's radio-active source in accordance with BAFO/DAE in connection with use storage and will be promptly taken by Contractor.
12. The Contractor shall provide suitable safety equipments of prescribed standard to all employees and workman according to the need or as may be directed by Engineer-in-Charge who will also have right to examine these safety equipments and determine their suitability, reliability, acceptability and adaptability.
13. Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the code or practices/rules framed under Indian Explosives Act, pertaining to handling, storage and use of the explosives.
14. The Contractor shall provide safe working conditions to all workman and employees at the site including safe means of access railing, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material shall be used by the Contractor.
15. The Contractor shall not interfere or disturb electric, fuses, cables and other electrical equipments belonging to the owner or other Contractor under any circumstances, whatsoever unless expressly permitted in writing by RGPPL to handle such fuses, cables or electrical equipment.
16. No weight of any description will be imposed on any cable and no ladder or similar equipment shall rest against or attached to it unless expressly permitted to do so by RGPPL.
17. No repair work shall be carried out on any live equipment. The equipment must be declared safer by engineer - in- charge and a permit to work shall be issued by Engineer-in-Charge before any repair work is carried out. While working on electric line/equipments whether alive or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to electricians/workmen/officers.
18. The Contractor shall employ necessary number of qualified, full time electricians/ Electrical. Supervisors to maintain his temporary electrical installations.



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19. The Contractor employing more than 250 workmen, whether temporary, casual, probationer regular or permanent or on contract, shall employ at least one full time exclusively as safety officer to supervise safety aspects of the equipments and workman who will coordinate with the project safety officer. In case of work being carried out through Sub-Contractor the sub-Contractor's workman/employees will also be taken in to account as for the Contractors workman/employees, purpose of observing safety precautions and appointing safety officer. The name and address of such safety officer or Contractor will be promptly informed in writing to Engineer - in - Charge with a copy to project safety officer-in-Charge
20. In case of any accident occurs during the construction/erection or associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to RGPPL's Engineer - in - Charge in prescribed form and also to all the authorized envisaged under the applicable laws.
21. The Engineer -in - charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the workmen and equipments. In such cases, the Contractor shall be informed about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor shall stopping the specific work, can, if felt necessary, appeal against the order or stoppage the specific work to the General Manager of the project within 15 days of such stoppage of work and his decision in this respect shall be conclusive and binding on the Contractor.
22. The Contractor shall not have any right to claim any damages/compensations for stoppage of work due to safety reasons as provided in para 21.0 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be exempted for purpose of levy of liquidated damages.
23. The Contractor shall follow and comply all RGPPL safety instructions and codes, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be applicable from time to time without any demur, protest or contest or reservation. In case of conflict, the statutory provision shall over ride RGPPL instructions on any particular safety measure.
24. If the Contractor fails in providing safe working environment as per the safety instructions/ codes etc. or continues the work even after being instructed to stop work by Engineer-in -charge as provided in para 21.0 above, the Contractor shall be liable to promptly pay on demand by the owner such compensation amount per day or there of as may be determined by the Engineer-in-charge, which shall not exceed Rs. 5,000/- per day or the actual loss suffered by the owner whichever is more. However, in case of accident taking place causing injury in any individual their provision contained in para 26.0 shall also apply in addition to the compensation mentioned in this para.
25. In case of continued violation of RGPPL safety instructions and codes and applicable laws which are prepared to ensure safety to men and material and plant and equipment or Contractor's will failure to comply with instructions of Engineer-in-Charge as aforesaid RGPPL shall have the right at its sole discretion of debar such Contractor's for award of any contract in future, Further RGPPL shall not permit its Contractor's also to award any of their sub-Contractor's to any such defaulting Contractor's under any circumstances, whatsoever.
26. If the Contractor does not take all safety precautions and/or fails to comply with the safety instructions as prescribed by RGPPL or under the applicable law for the safety of the equipment and plant and for the safety of its workmen and the Contractor does not prevent hazardous conditions which cause injury to his own employees who are working at site or adjacent thereto, the Contractor shall be responsible for payment of compensation to RGPPL as per the following schedule.

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

27. The Compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation Act & Rules framed there under or any other applicable laws as applicable from time to time. In case the owner is made to pay such compensation then the Contractor is bound to reimburse the owner such amount in addition to the compensation indicated above.
28. If the Contractor observes all the safety instruction, Laws and Rules during the currency of contract awarded by the owner and no accident (Fatal or major or minor accident/ injury) occurs to any of its workmen or equipment due to non compliance of safety instructions and applicable law then RGPPL may consider the performance of the Contractor and award suitable "ACCIDENT FREE SAFETY MERITORIOUS AWARD" as per scheme detailed/ announced separately to such Contractor after successful completion of their contracts, which apart from monetary benefit may add to the Contractor's qualification competing for other contracts of RGPPL.

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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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.**

Corporate Identification Number: **U40105DL2005 PTC 138458** Website Address: [www.rgppl.com](http://www.rgppl.com)

Tel no: 02359 241134,241012 email id: [shweta.verma@site.rgppl.com](mailto:shweta.verma@site.rgppl.com); [dipak.patil@site.rgppl.com](mailto:dipak.patil@site.rgppl.com);



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

## Annexure-II

### GENERAL ENVIRONMENTAL OBLIGATIONS TO AGENCIES

1. Ratnagiri Gas & Power Pvt. Ltd (RGPPL) is implementing its environment Management System in line with ISO-14001 standards. The environmental policy is documented, implemented and maintained at RGPPL and shall be available to all interested parties on demand.
2. We expect our business partners to adhere to the requirements of our Environmental policy, salient features of which are:
  - a. Continual improvement in its environmental performance
  - b. Control and prevention of pollution
  - c. Conservation of natural resources
  - d. Waste minimisation
  - e. Compliance with regulatory requirements
  - f. Creating environmental awareness to its employees and associates working with it.
3. Accordingly, all the successful bidders shall also be responsible to act and comply towards our Environmental Policy. They shall also extend full co-operation to the authorized representative of RGPPL to achieve the objective of the Environment Policy.
4. The successful bidder may note that:
  - i. The personnel employed by them have requisite knowledge to carry out the job entrusted to them in an environmentally conscious way and are aware of RGPPL Environment Policy. In case they require any clarification in the Environment Policy and its objectives, they can contact the Engineer-in-Charge for the same.
  - ii. The personnel engaged by them use the required personnel protective equipments while at work, wherever required.
  - iii. They should ensure that water, fuel and energy are used judiciously i.e. water & power points are closed/put off when not in use.
  - iv. Limit to the speed limits while driving.
  - v. For the hired vehicles of RGPPL the smoke emission from vehicles shall be as per norms laid down by Motor Vehicle Act, which is subject to change from time to time. Necessary PUC Certificate shall be produced to RGPPL officials on demand.
  - vi. The vehicles employed by them meet the requirement of the PUC norms. Check the vehicles for energy efficiency, vehicular emission, oil leakages, tyre pressure etc regularly and correct if needed.
  - vii. Any oil/chemical leakage shall be immediately brought to the notice of Engineer-in-Charge so that corrective action is taken quickly to avoid any water/land/air contamination.
  - viii. Care shall be taken while filling/removal of oil from the equipments that no spillage take place. Any used oil removed from the equipment shall be filled in drum marked as "Used Oil Drums".
  - ix. Proper housekeeping shall be done after maintenance activity. The waste/garbage collected from various site by housekeeping contact personnel shall be disposed as per instructions of Engineer-in-Charge.
  - x. Use recyclable material to the extent possible in packing.
  - xi. Take all precautions as necessary while carrying hazardous chemicals and hazardous wastes.
    - a. Insist for MSDS for hazardous chemicals and TREM card for hazardous wastes.
    - b. Comply with the requirements of Hazardous Chemicals (Handling & Management) (Amendment) Rules, 2003 and or Hazardous Wastes (Management, Handling and Trans-boundary Movement) Rules, 2008.
    - c. Comply with the provisions of Motor Vehicle Act 1988.
  - xii. Inform the Shift In-charge at 321, 331 or 332 in case of any accidents/emergency within the plant premises.
5. Any non-conformity or act which may be detrimental to the RGPPL Environmental Policy and to the environmental objectives and targets shall be dealt in by RGPPL sternly and suitable action may be taken as deemed fit.

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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Tel no: 02359 241134,241012 email id: [shweta.verma@site.rgppl.com](mailto:shweta.verma@site.rgppl.com); [dipak.patil@site.rgppl.com](mailto:dipak.patil@site.rgppl.com);







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

**Annexure-III**

**CERTIFICATE OF NIL DEVIATIONS**

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

Ref.:.....

Dated: .....

Subject work: .....

To  
Ratnagiri Gas and Power Pvt. Ltd.,  
At/ PO: Anjanwel,  
Tal. Guhagar, Dist. Ratnagiri-415634,  
Maharashtra, India  
Phone: 02359 – 241 134, Fax: 02359 – 241 093

**Dear Sir,**

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.”

2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive

We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.

We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

Signature along with Seal of Company

.....

Name .....

Designation.....

Name of Co .....

**(Sign of the Bidder’s Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

## Annexure-IV

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

Date:

BIDDER 's Proposal Ref.:

BIDDER's Name and Address

Phone No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Fax \_\_\_\_\_

**To,**

AGM (C&M)

Ratnagiri Gas & Power Pvt. Ltd.,

Ratnagiri Gas & Power Project,

At: Anjawel, Tal. Guhagar,

Dist.: Ratnagiri – 415 634.

Dear Sir,

Sub.: Proposal for the Work of \_\_\_\_\_

Due for opening on \_\_\_\_\_ against your tender  
No. \_\_\_\_\_

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

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

Thanking you,

Yours faithfully,

**(SIGNATURE OF THE BIDDER)**

Name

Designation

Company Seal

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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

**(Annexure-V)**

**PROFORMA OF LETTER OF UNDERTAKINGS**

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

Ref.:.....

Dated: .....

To  
Ratnagiri Gas and Power Pvt. Ltd.,  
At/ PO: Anjanwel,  
Tal. Guhagar, Dist. Ratnagiri-415634,  
Maharashtra, India  
Phone: 02359 – 241 134, Fax: 02359 – 241 093

**Dear Sirs,**

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

Signature along with Seal of Company

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

Name.....

Designation .....

Name of Co .....

Witness

(in block letters)

Signature.....

Date & Postal Address

Date.....

Name & Address

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

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

## Annexure-VI

### Certificate of Acceptance of Important Conditions of Bidding

#### (To be submitted on BIDDER's Letter Head)

With reference to the Tender No.: **RGPPL/C&M/CS-2759/OT-93** for the work of **"Maintenance of the Application software (FINMAT) for Material and Finance Module."**, I/we hereby confirm that I/we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of the clauses are acceptable to me/us, and we have not taken any deviation to these clauses:

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

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

Date this \_\_\_\_\_ Day of \_\_\_\_\_ 2019 \_\_\_\_\_

**Thanking you, we remain**

**Yours faithfully:**

For on behalf of...

Date : \_\_\_\_\_ Signature : \_\_\_\_\_  
Place : \_\_\_\_\_ Printed Name : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Common Seal : \_\_\_\_\_

Strike out whichever is not applicable.

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

**(Annexure-VII)**

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

**(To be submitted on BIDDER's Letter Head)**

**Ref. No.:**

**Date:**

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

Atten:.....

Dear Sirs,

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

S.NO	NAME	DESIGNATION	SIGNATURE
1.			
2.			

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

Yours Faithfully,

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

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

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**





**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

## Annexure-VIII

### 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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**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

**Annexure-IX**

**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

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**





# Ratnagiri Gas & Power Private Limited (RGPPL)

**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

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

Dated this- - day of ----- 2019 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 30 days from date of award of work.**

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

## Annexure-X

### LIST OF SCHEDULED COMMERCIAL BANKS

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

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Ratnagiri Gas & Power Pvt. Ltd.

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# Ratnagiri Gas & Power Private Limited (RGPPPL)

**NIT No.: RGPPPL/C&M/CS-2759/OT-93**

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

<b>10</b>	DEUTSCHE BANK A.G	<b>33</b>	JSC VTB Bank
<b>11</b>	THE HONGKONG SHANGAI BANKING CORPORATION LTD	<b>34</b>	National Australia Bank
<b>12</b>	SOCIETE GENERALE	<b>35</b>	Cooperatieve Rabobank U.A.
<b>13</b>	SONALI BANK LTD	<b>36</b>	Sberbank
<b>14</b>	STANDARD CHARTERED BANK	<b>37</b>	United Overseas Bank Ltd.
<b>15</b>	J.P. Morgan Chase Bank, National	<b>38</b>	Westpac Banking Corporation
<b>16</b>	STATE BANK OF MAURITIUS LTD	<b>39</b>	Woori Bank
<b>17</b>	DBS BANK LTD	<b>40</b>	The Royal Bank of Scotland plc
<b>18</b>	BANK OF CEVLON	<b>41</b>	Doha Bank Qsc
<b>19</b>	PT Bank Maybank Indonesia TBK	<b>42</b>	Industrial Bank of Korea
<b>20</b>	A B BANK	<b>43</b>	KEB Hana Bank
<b>21</b>	SHINHAN BANK	<b>44</b>	National Bank of Abu Dhabi PJSC
<b>22</b>	CTBC BANK CO. LTD		
<b>23</b>	MIZUHO BANK LTD		

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

<b>NOTE:</b>	<b>GUARANTEE FROM ANY FOREIGN BANK SHALL BE CONFIRMED BY A SCHEDULED/NATIONALISED BANK IN INDIA.</b>
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**Ratnagiri Gas & Power Pvt. Ltd.**

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## (Annexure-XI)

### **FRAUD PREVENTION POLICY**

- 1.0 POLICY OBJECTIVES:** The "Fraud Prevention Policy" has been framed to provide a system for detection and prevention of fraud, reporting of any fraud that is detected or suspected and fair dealing of matters pertaining to fraud. The policy will ensure and provide for the following: -
- To ensure that management is aware of its responsibilities for detection and prevention of fraud and for establishing procedures for preventing fraud and/or detecting fraud when it occurs.
  - To provide a clear guidance to employees and others dealing with RGPPL forbidding them from involvement in any fraudulent activity and the action to be taken by them where they suspect any fraudulent activity.
  - To conduct investigations into fraudulent activities.
  - To provide assurances that any and all suspected fraudulent activity will be fully investigated.
- 2.0 SCOPE OF POLICY:** The policy applies to any fraud, or suspected fraud involving employees of 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:-

- Forgery or alteration of any document or account belonging to the Company.
- Forgery or alteration of cheque, bank draft or any other financial instrument etc.
- Misappropriation of funds, securities, supplies or others assets by fraudulent means etc.
- Falsifying records such as pay-rolls, removing the documents from files and /or replacing it by a fraudulent note etc. Willful suppression of facts/deception in matters of appointment, placements, submission of reports, tender committee recommendations etc. as a result of which a wrongful gain(s) is made to one and wrongful loss(s) is caused to the others.
- Utilizing Company funds for personal purposes.

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- f. Authorizing or receiving payments for goods not supplied or services not rendered.
- g. Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
- h. Any other act that falls under the gamut of fraudulent activity.

## **5.0 REPORTING OF FRAUD:**

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

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

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

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

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## **FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY**

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

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

Yours faithfully,

Date: (Signature) .....

Place: (Printed Name).....

(Designation).....

(Common Seal).....

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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## Annexure- XII

### RTGS Format

To be submitted in Duplicate

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

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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# Ratnagiri Gas & Power Private Limited (RGPPL)

**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

## Annexure-XIII

### Vendor Information Form:

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

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

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

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## Annexure-XIV

### FINAL CHECK LIST

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

**(Sign of the Bidder's Authorized Representative)**

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

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**Annexure-XV**

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

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

Name of the Package :

Letter of Award / Contract No:

Name of the Contractor :

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

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

FOR & BEHALF of

Place

Signature

Date

Name:-

Designation:-

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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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.**

Corporate Identification Number: **U40105DL2005 PTC 138458** Website Address: [www.rgpppl.com](http://www.rgpppl.com)

Tel no: 02359 241134,241012 email id: [shweta.verma@site.rgpppl.com](mailto:shweta.verma@site.rgpppl.com); [dipak.patil@site.rgpppl.com](mailto:dipak.patil@site.rgpppl.com);





**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

## **"NO DEMAND CERTIFICATE"**

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

Name of the Package :

Letter of Award / Contract No :

Name of the Contractor :

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

We \_\_\_\_\_

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

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

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

FOR & BEHALF of

Place

Signature

Date

Name:-

Designation:-

**(Sign of the Bidder's Authorized Representative)**

**Ratnagiri Gas & Power Pvt. Ltd.**

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

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Tel no: 02359 241134,241012 email id: [shweta.verma@site.rgppl.com](mailto:shweta.verma@site.rgppl.com); [dipak.patil@site.rgppl.com](mailto:dipak.patil@site.rgppl.com);





**NIT No.: RGPPL/C&M/CS-2759/OT-93**

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

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## Annexure-XVI

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

**(To be submitted by bidder along with the bid)**

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

Yours faithfully,  
(Signature)

Date:

Name & Designation:

Place:

Name of the Company:

Seal of the Company:

\*Strike off whichever is not applicable

**(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.**

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Tel no: 02359 241134,241012 email id: [shweta.verma@site.rgppl.com](mailto:shweta.verma@site.rgppl.com); [dipak.patil@site.rgppl.com](mailto:dipak.patil@site.rgppl.com);





**NIT No.: RGPPPL/C&M/CS-2759/OT-93**

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

**Annexure-XVII**

**DECLARATION ON BANNING POLICY**

To  
AGM (C&M)  
Ratnagiri Gas & Power Pvt. Ltd.,  
Ratnagiri Gas & Power Project,  
At: Anjawel, Tal. Guhagar,  
Dist.: Ratnagiri – 415 634.

- 1) We have read the contents of the Banning Policy of RGPPPL displayed on its tender website <http://www.rgppl.com> and agree to abide by this policy. Further, in terms of requirement under Banning policy we hereby declare the following:
  - a) We have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Government of India.
  - b) We have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.
  - c) Our Director(s)/Owner(s)/Proprietor/Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or RGPPPL during the last five years.
- 2) We further declare as under:  
that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, RGPPPL shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.

Signature along with Seal of Company

.....

Name .....

Designation.....

Name of Co .....

**(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.**

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