



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



Ref. No. RGPPL/C&M/CS-2943/OT-156
Sub: Sale Disposal used/scrap packing wood

Date: 04.03.2021

NIT / Tender Ref No.

RGPPPL/C&M/CS-2943/OT-156 dtd. 04.03.2021

“Sale Disposal of used/scrap packing wood”

Last date of bid submission: 19.03.2021 15:00 Hrs

Bid Opening on: 19.03.2021, 15:30 Hrs
at RGPPL Site, Anjanwel, Ratnagiri, MH - 415634

Corporate Identification Number: U40105DL2005 PTC138458

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

Noida Office : The Landmark, Second Floor, Plot No. A35, Sector 2, Noida-201301 (U.P), Tel: 0120- 4148900, Fax: 0120-4148913

Mumbai Office : Samruddhi Venture Park, 5th Floor, MIDC, Marol, Andheri (E), Mumbai - 400093. Tel: 022- 28216613, Fax: 022-28269057

Project Site : PO RGPPL Anjanwel, Taluka Guhagar, Distt. Ratnagiri (Maharashtra) 415634, Tel: 02359- 241073, Fax: 02359- 241118





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Sub: Sale Disposal used/scrap packing wood

Dear Bidders,

Please find enclosed one complete set of Tender Document for the cited work in the following order, with a request to submit your Bid after necessary compliance:

Sections	Contents
	General Guidelines
Section-I	Instruction to Bidders & Terms and conditions
Section-II	Forms and Annexures
Section-III	Scope of work, Technical specifications and Special terms & conditions
Section-IV	Price schedule/BOQ/SOR

Bidding System	Single Stage Bidding (02 Envelope Systems)	
A complete set of bidding documents may be downloaded from NTPC website www.ntpctender.com & RGPPL web site www.rgppl.com and submit the same by utilizing the downloaded document.		
Details of RGPPL's bank account	Name of account Holder: - RATNAGIRI GAS & POWER PVT LTD Name of Bank: - STATE BANK OF INDIA Account Number: - 11285480852 (Current Account) Branch: - Chiplun (Maharashtra) IFS Code: - SBIN0000350 MICR Code: - 415002865	
Tender Opening details:	<u>Envelope-I</u> <u>It must consists of following:</u> Supporting documents as mentioned in tender document, viz license / certificate(s)/reports (if any), technical offer, duly signed & stamped our tender document and other necessary documents as per tender document etc. <u>Envelope-II</u> Shall consist of Price Bid only	Bids shall be received up to 15.00 hours on 19.03.2021. Technical Bids shall be Opened on 19.03.2021 at 15.30 hrs. Place of opening of tender: C&M Dept, Ratnagiri Gas & Power Pvt. Ltd., AT & PO: Anjanwel, Taluka: Guhagar, Dist.: Ratnagiri, Maharashtra – 415 634
Envelope & Dispatch	The outside of the envelope should clearly indicate the Envelope no I or II, Name of the Bidder and his Address . In addition, the left-hand corner of the envelope or container should indicate the Name of the work, tender number, bid opening date and time . The Bidder has the option of sending the bid by Speed/Registered Post, in person only. Bids sent through any other media may not reach us within the schedule time. RGPPL takes no responsibility for delay, loss or non-receipt of tender documents within the stipulated date & time. Bids submitted by any other mode may not be accepted.	
Tender document fee	Not Applicable	
Bid Security declaration form	Bid security declaration form on company's letter head to be submitted with bid	
Special Privileges	NO MSE Exemption applicable.	
Validity Period	01 (One) month from the date of issue of LOA (details in Section-III)	

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Default in Lifting	Details in Section-III
Integrity Pact	Not applicable
Any revision, clarification, addendum, corrigendum, time extension, etc. to the above tender will be hosted on the www.rgppl.com & www.ntpctender.com websites only and no separate notification shall be issued in the press. Bidders are requested to visit the website regularly to keep themselves updated.	

A prospective bidder requiring any clarification (s) of the bidding documents may notify RGPPL in writing or by fax or email at RGPPL's mailing address indicated in the bid document not later than 05 (five) days prior to bid opening date. RGPPL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. RGPPL may respond in writing to the request for clarification. RGPPL's response including an explanation of the query, but without identifying the source of the query will be communicated to prospective bidders through e-mail.

For any queries, bidders may contact following personnel:

- i. Amrita, Manager (C&M)
Ph. No.: 02359-241134
e-mail: amrita.sharma@site.rgppl.com
- ii. Dipak Patil, DGM (C&M),
Ph. No.:02359-241134
e-mail: dipak.patil@site.rgppl.com

Offer consisting of any deviations with respect to any term & conditions of bid document shall be liable to be treated as **NON-RESPONSIVE** and may be rejected.
Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

This is a NIL Deviation Tender

Tender Document must be sent through Speed / registered post / In person only.
Submission of tender document in any other shall liable for rejection.

Bidder should submit signed and stamped copy of 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.

Yours faithfully,
For & on behalf of RGPPL

Encl: As above

Manager (C&M)





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Section-I

INSTRUCTIONS TO BIDDERS

Corporate Identification Number: U40105DL2005 PTC138458

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INSTRUCTIONS TO BIDDERS (ITB)

PART A - GENERAL

1. INTRODUCTION:

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

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

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

- 1.2 RGPPL, (hereinafter called "RGPPPL" or "Employer"), wishes to receive bids for the Package named in NIT/IFB/Tender Enquiry.
- 1.3 Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / RGPPL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer; Amendment/Corrigendum; Schedule of Quantity/Bill of Quantity (BOQ), appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

2. **SOURCE OF FUNDS:** Expenditure under this package is intended to be funded from internal resources and/ or borrowings by the Employer.

3. CONFLICT OF INTEREST:

- 3.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so permitted in the Bidding Documents. A Bidder who submits or participates in more than one bid in this bidding will be disqualified from the bidding.
- 3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that has been engaged by the Employer to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the execution of Works under this Invitation for Bids.

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

PART B - BIDDING DOCUMENTS

5. CONTENT OF BIDDING DOCUMENTS:

- 5.1 The set of Bidding Documents issued for the purpose of bidding includes one set of the following, which should be read in conjunction with amendments, if any, issued **Section-I:** Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT) & Instructions to Bidders (ITB)





Section-II: Forms & Annexures

Section-III: Technical Specifications and Special Conditions of Contract (SCC)

Section-IV: Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)

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

5.3 **CLARIFICATION OF BIDDING DOCUMENTS:** A prospective Bidder requiring any clarification of the Bidding Document shall email the query to the concerned executive at least five days prior to the BOD. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified. EMPLOYER will upload the Clarifications on www.rgppl.com & www.ntpctender.com website. Bidders can view these clarifications.

Bidders are advised to regularly check under Clarification/Corrigendum tab regarding posting of clarification, if any.

Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the www.rgppl.com & www.ntpctender.com website.

6. **ADDENDA/ CORRIGENDA/ AMENDMENTS TO BIDDING DOCUMENTS:** At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The corrigendum/amendment will be posted in the tender on the websites only for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.

To give prospective Bidders reasonable time to take the amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.

PART C - PREPARATION OF BID

7. **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

8. **LANGUAGE OF BID AND UNITS OF MEASURE:**

8.1 The bid and all correspondence and documents relating thereto exchanged by the Bidder and the Employer shall be written in English.

8.2 The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.

9. **DOCUMENTS COMPRISING THE BID:**

9.1 The bid submitted by the Bidder shall inter alia comprise of the following documents:
(a) Tender Document duly completed and signed & stamped by the Bidder, together with all Attachments as required in the tender document.

(b) BOQ duly completed and signed & stamped.

9.2 Bidding procedure shall be as specified in the NIT/SCC.

9.3 Each Bidder shall submit with his bid the following attachments:





A. TECHNO-COMMERCIAL BID

- a) **Details of PF, ESI, PAN and GSTIN Regn.** The details of registration for PF, ESI, PAN and GSTIN to be furnished.
In case GSTIN details are not provided, it shall be considered that the bidder is an unregistered dealer.
- b) **Declaration Regarding GST:** The bidder shall necessarily quote the GST applicable in the Schedule of Quantities/BOQ. However, levies, royalty, fees etc., if any, shall be included in the price.
- c) **Technical Compliance:** The bidder shall essentially confirm compliance to the scope of work and other technical requirements specified in the Technical Specifications.
- d) **'NIL' Deviations Certificate: To be submitted signed and stamped along with the bid**
Acceptance of above condition shall be considered as bidder's confirmation to the following:
(a) The provisions of Bidding Documents read in Conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) are acceptable and no deviation has been taken in this regard.
(b) Any deviation to Bidding Documents and its subsequent Amendment(s)/ Clarifications(s)/ Addenda/ Errata/ Minutes of Clarification Meeting (if any) as mentioned at (a) above found anywhere in Price Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer.
- e) **Declaration on Banning Policy (To be submitted signed and stamped):** Declaration to the effect that the Bidder shall abide by Banning Policy of the Employer displayed on RGPPL website <http://www.rgppl.com>.
- f) **Declaration on Fraud Prevention Policy (To be submitted signed and stamped)**
Declaration to the effect that the Bidder shall abide by Fraud Prevention Policy of the Employer displayed on RGPPL website <http://www.rgppl.com>.
- Note:**
I) **Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.**
- g) **PRICE BID:** In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices, taxes etc. as asked for in the BOQ. The filled Bill of Quantity (BOQ) duly signed and stamped is to be submitted in the sealed envelope clearly mentioning PRICE BID on the top of envelop.

- 1) Filling the information in the attachments with answers like "shall be given later" "or" "shall be mutually discussed and finalised" or "information already submitted at the time of enlistment" etc. shall not be accepted. Even if the information required in the attachments has been given in response to any other recent invitation for bids of the Employer or in some other reference, it is mandatory for the Bidder to give the information along with his bid as asked for. Non compliance with the above or leaving the attachment(s) blank may lead to the rejection of the bid. The information furnished by the Bidder should be consistent, correct and true. The Employer reserves the right to verify the information given and if found incorrect, the bid may be rejected.





2) A conditional Price Bid shall run the risk of rejection.

- 3) Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid.

10. BID PRICES AND PRICE BASIS:

10.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding. Bidders shall give a breakdown of the prices in the manner and detail called for in the on-line Price Schedules.

10.2 The currency of the bid and currency of payment shall be in Indian Rupees until unless specified otherwise in the SCC.

10.3 The Bidder shall fill in unit rates/prices for all items of Works described in the Bill of Quantity (BOQ). The rates/prices quoted in the Bill of Quantity shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion and functioning of the specified Works in accordance with the Bidding Documents.

The successful bidder if awarded the contract shall take sufficient care in moving the plants equipments and materials from one place to another so that they do not cause any damage to any person or the property of employer or 3rd party including overhead and under ground cables/pipelines. In the event of such damage including eventual loss of operation and operation of the plant or services in any plant or establishment as estimated by the employer or adjusted by third party shall be borne by the Contractor.

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

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

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

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

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

The rate of GST and all other taxes & duties applicable shall be quoted in the bid in the Bill of Quantities

10.6 The bidder shall necessarily declare, as part of his bid, the GST applicable in the Bill of Quantities.

The estimated value of Owner Issue Materials, if any, to be considered for working out GST liability, if applicable, as indicated in SCC.

Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.





In case of any variation between the pre-determined value and actual value of Owner Issue Material during the execution of the contract, an equitable adjustment shall be made to the applicable GST amount.

In case GST is applicable on free issue material, the Bidder must indicate the same. In case the same has not been specified by the Bidder in Forms & Procedures, GST paid by Employer shall be to Bidder's account.

GST component will be deposited with the concerned authorities by the Employer

11. BID VALIDITY:

- 11.1 The Bidder shall keep his bid valid for a period of 180 days from the date of opening of the techno-commercial bid, unless otherwise specified in the SCC, during which period the Bidder agrees not to vary, alter or revoke his bid either in whole or in part.
- 11.2 In exceptional circumstances, prior to the expiry of the original bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.
- 11.3 **WORK SCHEDULE:** The entire sale process covered under the contract of this bid shall be completed within the time specified in the SCC and further elaborated in the Technical Specifications. The Work shall be performed in time and to achieve the targets, the Contractor shall have to plan adequate mobilisation of all resources.

PART D - SUBMISSION OF BID

12. SEALING AND MARKING OF BID

Bid shall be submitted in **HARD COPY** in the manner specified elsewhere in bidding document. **No emails of the Bid shall be acceptable.**

- 12.1 Documents to be submitted in physical form shall be sealed and marked in the following manner:

Part-A: Technical Bid- The requisite documents along with the signed and stamped tender document shall be sealed in a separate envelope duly marking the envelope as "Envelop I: Technical Documents".

Part-B: BOQ/Price Schedule: The duly filled, signed and stamped price schedule shall be sealed in a separate envelope duly marking the envelope as "Envelop II: Price Bid".

The envelopes shall then be sealed in an outer envelope.

- 14.2 The inner and outer envelopes shall:

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

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

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





13. BID SUBMISSION

- 13.1 Bid must be received by RGPPL at the address referred in the NIT/Tender Enquiry, 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 RGPPL, the bids will be received up to the appointed time on the next working day.
- 13.2 RGPPL may, in exceptional circumstances and at his own discretion, extend the deadline for submission of bids by issuing an amendment.
- 13.3 **Bidder has to sign all the pages of tender document as a token of acceptance of all the terms & conditions mentioned in tender document. Same has to be submitted as mentioned in tender document (s). All annexure(s) of this tender document must be filled fully duly signed & stamped**

14. DEADLINE FOR SUBMISSION OF BID:

- 14.1 Bid must be received by the Employer at the address referred in the NIT/Tender Enquiry/SCC, no later than the time and date stated in the NIT/Tender Enquiry.
- 14.2 The Employer may, in exceptional circumstances and at his discretion, extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

15. MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BID:

- 15.1 Bidders are requested to submit the bids offline as per the RGPPL address.
- 15.2 Bidding document shall be uploaded on the www.rgppl.com & www.ntpctender.com by the date & time specified in the NIT of the Tender.
- 15.3 Bid Modification and withdrawal: The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be submitted. Once a bid is withdrawn, the bid cannot be re-submitted.
- 15.4 No bid may be withdrawn/modified in the interval between the bid submission deadline and the expiration of the bid validity period.

PART E - BID OPENING AND EVALUATION

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

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.

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

17. **Late Bid:** 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, RGPPL reserves the right to consider the delayed bid under certain circumstances





18. CLARIFICATION OF BIDS:

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

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

19. EVALUATION AND COMPARISON OF BIDS:

19.1 BID EVALUATION

19.1.1 The Employer will initially determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; or (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

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

19.2 Arithmetical Correction

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

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

- (a) In the event of a discrepancy between description in words and figures in respect of item rates quoted by a Bidder, the description in words shall prevail.
- (b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the quantity and the unit rate, the units shall be regarded as firm and extension shall be amended on the basis of the unit rate.
- (c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.
- (d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the bid sum





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

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

19.4 Post-Qualification:

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

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

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

PART F - AWARD OF CONTRACT

20. **AWARD CRITERIA:** The Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and whose bid has been adjudged as the highest evaluated bid, provided that such Bidder has been determined to be qualified to perform the contract satisfactorily.

21. **EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:** The Employer reserves the right to accept, (whole or in part) and the Bidder shall be bound to perform the same at his quoted rate, or reject any bid for any reasons including national defence and security consideration and to annul the bidding process and to reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action. Decision of Employer shall be final and binding in this regard.

22. LETTER OF AWARD:

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

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

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





23. **Subcontracting not allowed unless otherwise specified elsewhere.**
24. **SIGNING OF CONTRACT AGREEMENT:** The Successful Bidder/ Contractor shall enter into a Contract Agreement with the Employer within thirty (30) days from the date of Letter of Award or within such other time, as may be desired by the Employer. The Contract Agreement shall be executed on a non-judicial Stamp Paper of appropriate value.
25. **Manner of Execution of Contract Agreement**
- Unless and until a formal contract is prepared and executed, the Letter of Award/Purchase Order read in conjunction with the Bidding Documents will constitute a binding contract.
 - The Contract Agreement shall be prepared by the Employer and signed at the office of the Employer. The Contract Agreement will be signed in two originals and the Contractor shall be provided with one signed original and the other originals will be retained by the Employer.
 - The Contractor shall further provide for signing of the Contract Agreement as per prescribed proforma enclosed in the Bidding Documents, appropriate Power of Attorney and the requisite stamp papers. All the other documents required for the preparation of the Contract Agreement shall be provided by the Employer.
 - Unless and until the Contract Agreement is signed as above, no payments under the Contract as per GCC Clauses entitled 'Payment On Account/Progressive Interim Payments' and 'Time Limit for Submission & Payment of Final Bill' shall be released to the Contractor by the Employer nor any materials shall be issued to the Contractor as stipulated in the Special Conditions of Contract or otherwise agreed to be issued by the Employer.
26. **INELIGIBILITY FOR FUTURE TENDERS :** Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a Bidder after having been issued the Letter of Award/ Purchase Order, either does not accept the same or does not sign the Contract Agreement or does not submit an acceptable Initial Security Deposit/Entire Security in line with the provisions of the Contract and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.
27. **ADHERENCE TO FRAUD PREVENTION POLICY:** The Bidder/Contractor along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its website <http://www.rgppl.com> The Bidder/Contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

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

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





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

Declaration on Policy for withholding and banning of Business dealings is to be given along with the bid.

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

- 29.1 "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.
- 29.2 The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.
- 29.3 For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
- 29.4 The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of bid submission.
- 29.5 The bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
- 29.6 In case GST registered bidder has quoted GST rate as '0' (Zero) or kept as blank then, the quoted price shall be considered to be inclusive of GST as applicable.
- 29.7 In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. RGPPL shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.
- 29.8 In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.
- 29.9 In case of all materials identified by the Contractor and RGPPL to be dispatched directly from the sub-vendor's work to RGPPL's site, the contractor shall ensure that his sub-vendors (if allowed by RGPPL) raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to RGPPL's site. The contractor shall further ensure that he raises his corresponding Tax Invoices in the name of RGPPL during transit of the materials before the delivery of materials is taken by RGPPL.
- 29.10 For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices.
- 29.11 Notwithstanding anything to contrary contained in the award letter/Contract, the supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
- 29.12 RGPPL shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
- 29.13 Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both RGPPL and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns.
- 29.14 Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the contractor makes a default in following the agreed procedure. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
- 29.15 The contractor shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor





- shall be liable to pay the amount which may be imposed on RGPPL due to such default.
- 29.16 Contractor should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.
- 29.17 RGPPL shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- 29.18 Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- 29.19 If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Order/Contract, which was or will be assessed on the Contractor in connection with performance of the Order/Contract, an equitable adjustment shall be made to take into account any such change.
- 29.20 The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between RGPPL and the Bidder.
- 29.21 Agency shall clearly mention the taxes, duties & levies applicable over their quoted rates, in case nothing is mentioned, quoted rates shall be construed as inclusive of all taxes, duties & levies. No Post BID request shall be entertained.
- 29.22 However, during the currency of the contract, due to any new enactment of Law, any **tax and/or duty becomes payable by RGPPL in respect of the transaction between RGPPL and the agency** and it is actually paid by the Contractor to the concerned Government, then it shall be reimbursed by RGPPL at actual cost on production of the necessary valid documentary evidence.
- 29.23 As regard Income-Tax, Surcharge in Income-Tax and any other corporate Taxes as applicable, RGPPL shall not bear any tax liability in respect of the contract irrespective of the mode of contracting. The Contractor shall be liable and responsible for payment of such tax, if attracted, under the provision of the Indian laws, RGPPL shall deduct Income-Tax at source from all the payments to be made to the Contractor in accordance with the provisions of Indian Income-Tax law as applicable from time to time and deposit the same to the concerned Government authorities.
- 29.24 **Custom duty /clearance from custom dept**
Clearance of Custom, stevedoring or any other activities (if required) shall be performed by Contractor at his sole cost and expenses.
30. **Limitation of Liability:** Successful bidder's total liability shall be limited to award value only.

Laws Governing the Contract:

31. 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
32. These 'INSTRUCTIONS TO BIDDERS' & Special Conditions of Contract shall form an integral part of the contract. The contract besides shall also be exclusively governed to the extent applicable by the General Conditions of Contract for Civil of NTPC available at RGPPL website www.rgppl.com & its subsequent amendments. In case of any contradiction in the clauses of GCC & other tender documents, other tender documents shall prevail. (While referring the GCC, the name "M/s Ratnagiri Gas & Power Pvt. Ltd." shall be read and understood in place of "NTPC" / "M/s National Thermal Power Corporation").
33. The bidder shall comply with all the legal requirements and obtain all necessary licenses/permissions under various applicable Laws/Acts.
34. Bidders not confirming to these requirements may be rejected and no correspondence whatsoever thereof shall be entertained.
35. 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.
36. 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.

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

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

38.1 50Hz single phase/ 3Φ power supply

38.2 Water Supply

39. **Anti-profiteering clause:** As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from [input tax credit](#) to the consumer by way of commensurate reduction in prices. The Contractor of Goods / Services may note the above and quote their prices accordingly.

In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by RGPPL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RGPPL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by RGPPL.

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

- a) Name, address and GSTIN of the supplier.
- b) A consecutive serial number containing only alphabets and/or numerals, unique for a financial year.
- c) Date of its issue.
- d) Name, address and GSTIN/ Unique ID Number, if registered, of the recipient.
- e) Name and address of the recipient and the address of delivery, along with the name of State and its code, if such recipient is unregistered and where the taxable value of supply is fifty thousand rupees or more.
- f) HSN code of goods or Accounting Code of services.
- g) Description of goods or services.
- h) Quantity in case of goods and unit or Unique Quantity Code thereof.
- i) Total value of goods or services.
- j) Taxable value of goods or services taking into account discount or abatement, if any. rate of tax (CGST, SGST or IGST) amount of tax charged in respect of taxable goods or services (CGST, SGST or IGST)
- k) Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce.
- l) Place of delivery where the same is different from the place of supply.
- m) Whether the tax is payable on reverse charge.
- n) The word "Revised Invoice" or "Supplementary Invoice", as the case may be, indicated prominently, where applicable along with the date and invoice number of the original invoice; and (q) signature or digital signature of the contractor or his authorized representative.

43. 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.
44. It shall be incumbent upon the successful bidder to obtain a registration certificates under GST law and other law(s) relating to levy of tax, duty, cess etc and necessary evidence to this effect shall be furnished by the successful Bidder to RGPPL. If the successful Bidder intends to engage itself in quarrying or mining of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals required for the Works, as the case may be, it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee or charges applicable thereto.
45. 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.
46. **Insurance of plant, equipment, during transit and during commissioning shall be included in above Bill of Quantity (BoQ) / Schedule of Rates (SoR) like Marine / Inland Cargo / Erection all Risk (EAR) /Third Party /Public liability etc. for which RGPPL will not pay separately.**
47. **Other Terms & conditions:**
- i) **Suspension & termination of work:** In the event that the progress of execution is found below acceptable time schedule and the contractor is not able to improve despite the three-repeated notice, RGPPL shall have the right to suspend / terminate the order by giving a notice of 15 days. Suspension/ Termination of work in part or full shall be governed as per respective clause(s) of General condition of contract (GCC) (NTPC/RGPPL).
- ii) **The contractor shall not engage any person less than 18 years of age.**
- iii) The consumables brought by the agency shall be in good condition and of good quality and brand.
- iv) **All payments to the employee are to be done through online payment only.**
- v) **Dispute and Arbitration:** The agencies hereto shall endeavor to settle all disputes and differences relating to and/or arising out of the Contract amicably. The decision of the Officer-In-Charge shall be binding on the agency. In case of any dispute or difference it shall be resolved through arbitration for which Head of RGPPL site shall be the **arbitrator**. However, in the event of non-acceptance by agency, any third-party arbitrator shall be appointed by mutual agreement. In the event of litigation, the court at Mumbai shall have the jurisdiction over the same.
- a) In case of any violation of statutory provision under labour laws/or otherwise on behalf of the agency there will not be any liability on RGPPL.
- b) In case of breach of any of the terms of agreement, the security deposit of the agency is liable to be forfeited. Any sum of money due, is payable to the agency including the security deposits refundable to him under the contract, can be appropriated by RGPPL against any amount which the agency may owe to RGPPL.
- In the event of a dispute arising out in connection with the interpretation of any clause in the terms and condition of the contract, agreement, or otherwise the decision of **Head of Project, RGPPL** will be final and binding.
48. These tender documents together with all its attachments / enclosures thereto, shall be considered to be read, understood and accepted by the bidders.
49. **Tax Deduction at Source (TDS)**–
TDS shall be governed as per prevailing rules of Income Tax Act & GST Act
50. **Accommodation:** RGPPL will not provide the accommodation and it will be in the contractor's scope. However, RGPPL may consider providing accommodation to the workers/supervisor subject to availability on payment basis, otherwise it is the contractor's scope to provide accommodation.





SECTION-II

FORMS & ANNEXURES





Ref. No. RGPPL/C&M/CS-2943/OT-156
Sub: Sale Disposal used/scrap packing wood

Date: 04.03.2021

<u>Annexure</u>	<u>Description</u>
I	Bid Security Declaration form
II	Form of declaration of banning policy
III	Form of acceptance of fraud prevention policy
IV	Certificate of Nil Deviation
V	Vendor Information Form
VI	RTGS Format
VII	PROFORMA of Letter of Authority for Attending the Bid Opening
VIII	General safety obligations to agencies
IX	General environmental obligations to agencies
X	Safety conditions to be followed by agencies
XI	Fraud prevention policy
XII	List of scheduled commercial banks
XIII	No demand certificate
XIV	Undertaking/Indemnity bond





Annexure -I

Bid Security Declaration Form (On Bidders Letter Head)

To,

Ratnagiri Gas & Power Pvt Ltd.
Ratnagiri, Maharashtra.

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No ,
We, M/s.....[Bidder's Name]..... having our
Registered/ Head Office at (hereinafter
called the 'Bidder') wish to participate in the said tender for [Name of Package]
.....

We confirm that we have read the provisions of the bidding document no.
.....and we hereby declare the following:

- 1 We confirm that, in case we withdraw our offer within the validity period of the offer provided in the bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from RGPPL for a period of **06 months** from the date of withdrawal of the bid.
- 2 In addition, we also confirm that in case after having been issued the Notification of Award/Purchase Order of a package, we either do not accept the Notification of Award/Purchase Order or do not sign the Contract or do not submit an acceptable Performance Security as per bidding documents provision, and which result in tender being annulled then we shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken against us as per the provisions of the Bidding documents. Further, RGPPL shall also be free to take further actions as per the provisions of the policy for Withholding and Banning of Business Dealings.

Date:

Signature

Place:

Name of the Authorized person

NOTE:

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





Annexure-II

DECLARATION ON BANNING POLICY

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

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

Signature along with Seal of Company
.....
Name
Designation
Name of Co

*While referring the policy, NTPC is to be read as RGPPL.
**While referring the policy, at S.no.3 clause vi), www.ntpctender.com shall be replaced & read as www.rgppl.com.





Ref. No. RGPPL/C&M/CS-2943/OT-156
Sub: Sale Disposal used/scrap packing wood

Date: 04.03.2021

Annexure-III

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Name of Contract: ""

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

Ladies and Gentlemen:

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

Yours faithfully,

Date:
.....

(Signature)

Place:
Name).....

(Printed

(Designation).....

(Common Seal).....





Annexure-IV

CERTIFICATE OF NIL DEVIATIONS

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

Ref.:.....

Dated:

Sub work:

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

Dear Sir,

1. With reference to our Bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard."
2. We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as Technically non-responsive
3. We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.
4. We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

Signature along with Seal of Company

.....

Name.....

Designation

Name of Company.....





Annexure-V

Vendor Information Form

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

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

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





Annexure- VI

RTGS Format

To be submitted in Duplicate

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





Annexure- VII

PROFORMA of Letter of Authority for Attending the Bid Opening

(To be submitted on BIDDER's Letter Head)

Ref. No.:

Date:

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

Atten:.....

Dear Sirs,

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

S.NO	NAME	DESIGNATION	SIGNATORE
1.			
2.			

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

Yours Faithfully,

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

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





Annexure-VIII

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.
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





NIT No.: RGPPL/C&M/CS-2914/OT-149

Date: 03.03.2021

Sub: Sale Disposal of abandoned Prefabricated Containers in RGPPL Housing Colony

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.





Annexure-IX

GENERAL ENVIRONMENTAL OBLIGATIONS TO AGENCIES

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





Annexure-X

SAFETY CONDITIONS TO BE FOLLOWED BY AGENCIES

1. The contractors shall comply the provisions of Factories Act 1948, any other statutory provisions applicable to them to ensure occupational health and safety. The contractor shall make arrangements at all his work places for ensuring safety and absence of risks to health of the workers.
2. The employees employed by the contractor should be skilled/ competent in accordance with the job requirement to the satisfaction of Engineer In charge. Engineer In charge shall have a right to remove any employee of the contractor, whom he feels to be incompetent. The contractor shall employ sufficient number of supervisors to ensure supervision at all places of his work at all the times.
3. Wherever workers are exposed to the hazard of falling into water, the contractor shall provide adequate equipment for saving the employees from drowning and rescuing from such hazards.
4. Wherever the workers are exposed to the hazards of falling from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line of 8 mm diameter wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS standards.
5. The contractor shall not allow any worker to examine any part of the machinery or to carry out the lubrication or other adjusting operation while the machinery is in motion. The workers working near the machinery in motion shall be provided with tight fitting clothes as required under State Factories Rules
6. The contractor shall take all precautions to prevent any 'accidental collapse of scaffolding or working platforms or fall of persons from scaffolding or working platforms. The contractor shall ensure that scaffolding erection and repairs are done under expert supervision.
7. The contractor shall ensure that any area exposed to risk of falling materials, articles or objects is roped off or cordoned off or otherwise suitably guarded from inadvertent entry of any person.
8. The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during construction work. The contractor shall provide sufficient ELCBs /RCCBs for all the portable equipment's, electrical switchboards, distribution panels etc. to prevent electrical shocks to the workers.
9. *The Contractor shall get healthiness of the portable electrical tools tested by Electrical Maint. Department.*
10. The contractor shall get the medical examination conducted of all his employees including his sub-contractors employees working in hazardous areas once before the employment and thereafter once in every year by a qualified medical practitioner as per the Factories Act, 1948 and concerned State Factories Rules.
11. Where the workers are exposed to the noise levels more than that specified in the concerned State Factories Rules, they are to be provided with suitable ear plugs / ear muffs so as to reduce the exposure below specified noise levels
12. In case the Factories Act /State Factories Rules do not specify the personal protective equipment's for the concerned work, the personal protective equipment's prescribed by RGPPL Engineer-in-charge shall be provided by the Contractor. The quality of the personal protective equipment's shall be as prescribed in concerned Indian Standards. In case, the Indian standards do not exist for a particular personal protective equipment, the approval of quality shall be obtained from Engineer-in-charge / Head of Safety.
13. In case RGPPL officials find that the employees of contractors are working in RGPPL without using appropriate safety equipment's (personal protective equipment's) RGPPL shall have a right to issue the equipment to the workers with intimation to the contractor and deduct the cost and overhead charges as mentioned in the terms of the contract.





NIT No.: RGPPL/C&M/CS-2914/OT-149

Date: 03.03.2021

Sub: Sale Disposal of abandoned Prefabricated Containers in RGPPL Housing Colony

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

PENALTIES:

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





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.
 - Authorizing or receiving payments for goods not supplied or services not rendered.
 - Destruction, disposition, removal of records or any other assets of the Company with an ulterior motive to manipulate and misrepresent the facts so as to create suspicion/suppression/cheating as a result of which objective assessment/decision would not be arrived at.
 - Any other act that falls under the gamut of fraudulent activity.
- 5.0 REPORTING OF FRAUD:**
- Any employee (full time, part time or employees appointed on adhoc/temporary/contract basis), representative of vendors, suppliers, bidders, consultants, service providers or any other agency(ies) doing any type of business with 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:

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

7.0 RESPONSIBILITY FOR FRAUD PREVENTION:

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





Annexure-XII

LIST OF SCHEDULED COMMERCIAL BANKS

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





NIT No.: RGPPL/C&M/CS-2914/OT-149

Date: 03.03.2021

Sub: Sale Disposal of abandoned Prefabricated Containers in RGPPL Housing Colony

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

E.	OTHER PUBLIC SECTOR BANKS
1	IDBI BANK LTD

NOTE:	GUARANTEE FROM ANY FOREIGN BANK SHALL BE CONFIRMED BY A SCHEDULED/NATIONALISED BANK IN INDIA.
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NIT No.: RGPPL/C&M/CS-2914/OT-149

Date: 03.03.2021

Sub: Sale Disposal of abandoned Prefabricated Containers in RGPPL Housing Colony

Annexure-XIII

"NO DEMAND CERTIFICATE"

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

Name of the Package :

Letter of Award / Contract No :

Name of the Contractor :

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

We _____

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

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

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

FOR & BEHALF of

Place

Signature

Date

Name:-

Designation:-





NIT No.: RGPPL/C&M/CS-2914/OT-149

Date: 03.03.2021

Sub: Sale Disposal of abandoned Prefabricated Containers in RGPPL Housing Colony

Annexure-XIV

To be notarized on Rs. 100/- Stamp Paper

UNDERTAKING / INDEMNITY BOND

This undertaking Indemnity Bond is executed on this _____ day of _____ 2021 by Sh/Smt/Ms _____ S/o/W/o/D/o _____ R/o _____ in favour of Ratnagiri Gas & Power Pvt Ltd(RGPPL).

Whereas I being the sole proprietor/ partner/ Director of M/s. _____ located at _____ have purchased _____ numbers of old prefabricated containers from M/s Ratnagiri Gas and Power Pvt Ltd through Sale Order No. _____ dated _____. I am fully aware of the consent to operate conditions of Maharashtra Pollution Control Board issued to RGPPL. I am also fully aware of my scope and responsibilities under the sale.

The present indemnity Bond is executed to Indemnify M/s Ratnagiri Gas & Power Pvt Ltd as towards.

1. That I undertake to dispose or recycle **all the wastes generated from the sold containers as per Maharashtra Pollution Control Board Norms or as per Consent Conditions of RGPPL whichever is stringent.** I am fully aware of the consent to operate conditions of Maharashtra Pollution Control Board issued to RGPPL and the existing norms of Maharashtra Pollution Control Board.
2. That I undertake to **take full responsibility and indemnify** M/s Ratnagiri Gas and Power Pvt Ltd **against all charges, dues, claims etc. if any arising out of the negligence of pollution control Board norms from our end.**
3. That I undertake to pay all penalties to statutory authorities and rectify the damages at my own cost in case of any lapses in disposal of wastes generated from the old containers.

In Witness whereof, this indemnity Bond is executed on this _____ day, of _____ 2021.

Executant

In the presence of Witness

1. _____
2. _____





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



NIT No.: RGPPL/C&M/CS-2914/OT-149

Date: 03.03.2021

Sub: Sale Disposal of abandoned Prefabricated Containers in RGPPL Housing Colony

Section-III

SCOPE OF WORK & TERMS & CONDITIONS

Corporate Identification Number: U40105DL2005 PTC138458

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

Noida Office : The Landmark, Second Floor, Plot No. A35, Sector 2, Noida-201301 (U.P), Tel: 0120- 4148900, Fax: 0120-4148913

Mumbai Office : Samruddhi Venture Park, 5th Floor, MIDC, Marol, Andheri (E), Mumbai - 400093. Tel: 022- 28216613, Fax: 022-28269057

Project Site : PO RGPPL Anjanwel, Taluka Guhagar, Distt. Ratnagiri (Maharashtra) 415634, Tel: 02359- 241073, Fax: 02359- 241118





Terms & Conditions:

Sale disposal of waste/scrap packing wood at RGPPL plant on 'as is, where is' basis for disposal, including but not limited to the following activities with all labours, tools and tackles, disposal using vehicles, meeting environmental norms etc all complete as per specifications, terms and conditions and as per the instructions of Engineer in charge.

1.0 For the purpose of removing the materials, the successful bidder shall employ or engage only his/their own personnel and shall keep the RGPPL fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc.

2.0 Payment Terms:

- i. **100% payment of the sale value to be deposited within 15 (fifteen) days from the date of issue of Letter of Award (LOA)/ Sale Order.**
- ii. Mode of payment: Payment should be made by the successful bidder / purchaser by way of remittance through NEFT or RTGS or Demand Draft / Pay Order to the Account as mentioned in the LOA. The payment shall be made in **one Lump sum** and no instalment payment will be allowed.
- iii. The agency shall be permitted to take waste/scrap packing wood only after receipt of the payment as mentioned above.
- iv. Taxes: Applicable GST and all other taxes and levies shall also be deposited along with the sale amount mentioned above before lifting of the scrap materials.

3.0 **Validity Period:** For lifting the entire Lot the validity period of the contract shall be one **(01) month** from the date of issue of LOA.

4.0 Default in Lifting:

- i. In case of any Default in lifting of materials by the Buyer within the prescribed time limit, the outstanding material may be lifted within 14 (Fourteen) Days from the due date subject to payment of Ground Rent for the period of delay. Ground Rent will be payable @ 1% per week or part thereof.
- ii. In case of Goods sold on Lot Basis, the Ground Rent will be calculated on the value of the entire Lot even if lifted in part, where as in case of Goods sold on Unit Weight Basis, the Ground Rent will be calculated on the value of unlifted quantity.
- iii. However, it must be noted by the bidders that it will be the sole discretion of the RGPPL not to allow the buyer to lift the Goods with or without the Ground Rent after the expiry of the stipulated free delivery period or even within the aforesaid additional period of 14 (Fourteen) Days and in such event, the sale of the material not lifted by the buyer(s) will be automatically cancelled and all the moneys paid by the Bidder /Buyer will be automatically forfeited.

5.0 **Variation provisions of the sale order:** The quoted lump sum price shall be for all the quantity offered for sale. However, there can be a variation of $\pm 30\%$ in delivery of the order, at the sole discretion of RGPPL. In case of increase or decrease in quantity of material at the time of delivery (maximum $\pm 30\%$), RGPPL may refund/claim amount on pro-rata basis, as the case may be, from the agency.

6.0 Inspection of Materials:

All the materials put up for sale will be sold strictly on 'As is where is & no complain basis'. RGPPL reserve the right to accept / reject any offer / bid without specifying any reason thereof. All quantities are only estimates and without any guarantee. Inspection, limited to visual checking only, will be allowed with prior appointment from RGPPL. Any clarification required may be sought by the Bidders from RGPPL at the time of inspection, and no dispute regarding the material or its physical conditions / location will be entertained thereafter





7.0 Special Terms & Conditions(STC):

- a. **Note:** The Special Terms & conditions shall override General Terms & Conditions in case of non-agreement in any clause.
- b. The bid of the highest acceptable responsive bidder (**H1 bidder**) would normally be acceptable
- c. **Lifting of the material:**

The agency shall preferably lift the material as a whole unit for disposal/recycling. However, considering the worn out conditions of the material the agency shall be allowed to dismantle the material at site (if required) and lift the same for disposal. Following terms and conditions shall be strictly followed for dismantling the wood structure (if any) at site

- i. The agency shall take necessary precautions that the material does not spread in the environment.
 - ii. After dismantling and before lifting, the wastes shall be properly segregated.
 - iii. The agency shall maintain proper records for scrap lifting
 - iv. The loading of scrap shall be done in the presence of Security and necessary gate entry shall be done.
- d. **Disposal of wastes:** The successful agency shall **also undertake to take full responsibility and indemnify the company (RGPPL) against all charges, dues, claims etc if any arising out of the negligence of norms (if any).**
 - e. RGPPL cannot be held responsible for any error, misstatement or omission in the said particulars of the subject material of this tender, as it is difficult to elaborate all the particulars. **The Bidders are therefore requested to visit the site in their own interest, to study and satisfy themselves with regard to the relevant details, material information, condition of material, nature of activities involved etc before submitting the bids.**
 - f. Bidders are bound by the **principle of caveat emptor (Buyer Beware)**
 - g. Electric power, water etc. if any required for executing the work shall be provided at site by RGPPL free of cost however subject to availability.
 - h. The agency shall make own arrangement for residential accommodation of their workers/supervisory staff for carrying out the order. However, if accommodations are available in premises, RGPPL may consider providing accommodation on payment basis.
 - i. The agency shall make arrangements for necessary equipment, tools, tackles and labour on his own. He shall not depend on RGPPL for any activity/ equipment or tools and tackles for performance of the contract.
 - j. The awarded price shall be firm in any case.
 - k. 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
 - l. The awarded rates are inclusive of all costs like lifting of material, transportation, service charges, overheads, profits, PPEs to the workers, salary & other statutory benefits of the workers and supervisors deployed etc. The rates shall remain firm throughout the order period and no price variation will be entertained in any case whatsoever.
 - m. The agency shall provide all sorts of PPEs like, gumboots, safety shoes, dust masks, gloves etc as required for the job.
 - n. The contractor shall strictly abide by all statutory requirements of the Govt as amended time-to-time.





- o. The contractor shall strictly comply with all RGPPL gate pass systems and procedures in force at the time of execution.

8.0 General Terms & conditions(GTC):

- i) **Gate Pass/Identity Cards:** The contractor shall issue photo entry pass for their personnel to be deployed inside plant/colony, which they shall be required to display prominently during the period of their stay within the premises. The contractor shall obtain proper gate pass for entries and exists of all materials and equipment inside the plant/colony. For gate pass 'Non-Criminal Certificate' along with photo id proof may be required.
- ii) **Safety Obligations:** Agency shall STRICTLY follow and FULLY comply with the RGPPL's safety norms enclosed as per Annexure, in addition to the "SAFETY CODE" of NTPC displayed at RGPPL website www.rgppl.com (while referring the SAFETY CODE, the names NTPC Ltd/National Thermal Power Corporation shall be replaced & read by name Ratnagiri Gas & Power Pvt Ltd) & specific instructions of RGPPL Safety-in-Charge.
- iii) **General Environmental obligations:** Agency shall STRICTLY follow and FULLY comply with the RGPPL's General Environmental Guidelines as per Annexure.
- iv) **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.
- v) **RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER SERVICES:** Nothing contained herein shall restrict RGPPL 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.
- vi) **DISCIPLINE:** The contractor shall be responsible for the proper behaviour of the persons employed by him and exercise control over them. He shall also bound to prohibit and prevents his employees from taking any direct or indirect interest and/ or support assist maintain or employees from taking any direct or indirect interest and/ or support assist maintain or help any person or persons engaged in any antisocial activities, demonstration, riots or agitation, which may in any way be detrimental or prejudicial to the interest of the Company or of the proprietors or occupiers of land/ properties in the neighbourhood. 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.
- vii) **Rate Validity:** The rates agreed to herein shall remain fixed till the expiry of the contract and the agency shall not be entitled to any price variation 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.





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

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.

Contractor's Responsibility:

1. The contractor and its working personnel have to observe safety rules existing in RGPPL.
 2. The contractor has to provide the necessary PPEs to its workers to the satisfaction of the EIC.
 3. All materials, consumables, tools & tackles, equipment & machineries and Manpower required for the work is in the scope of Contractor.
 4. 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.
 5. 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.
 6. 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.
- x) **LOCAL TRANSPORTATION:** The contractor has to arrange their own transportation for materials and workers.
- xi) **The contractor shall not engage any person less than 18 years of age.**
- xii) The contractor shall visit the work premises and inspect the location before quoting for the job. The agency shall make themselves well aware of site conditions and suit-at- site requirements of this job before quoting.





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



NIT No.: RGPPL/C&M/CS-2914/OT-149

Date: 03.03.2021

Sub: Sale Disposal of abandoned Prefabricated Containers in RGPPL Housing Colony

Section-IV

Price Schedule / BOQ / SOR

Corporate Identification Number: U40105DL2005 PTC138458

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

Noida Office : The Landmark, Second Floor, Plot No. A35, Sector 2, Noida-201301 (U.P), Tel: 0120- 4148900, Fax: 0120-4148913

Mumbai Office : Samruddhi Venture Park, 5th Floor, MIDC, Marol, Andheri (E), Mumbai - 400093. Tel: 022- 28216613, Fax: 022-28269057

Project Site : PO RGPPL Anjanwel, Taluka Guhagar, Distt. Ratnagiri (Maharashtra) 415634, Tel: 02359- 241073, Fax: 02359- 241118





NIT No.: RGPPL/C&M/CS-2914/OT-149

Date: 03.03.2021

Sub: Sale Disposal of abandoned Prefabricated Containers in RGPPL Housing Colony

Bill of Quantity / SOR / price Schedule

S. No.	Description of item (A)	HSN/ SAC Code	UOM (B)	QTY (C)	Unit Rate (In Rs.) (D)		Total Amount (E=C*D)
					In words	In Figure	
1	Disposal/sale of old scrap/packing wood		MT	25			

Note:

- i. The agency shall quote rate payable to RGPPL for the material mentioned above.
- ii. Any other item/equipment not mentioned in the BOQ but required for completion of the work shall be in the scope of the agency.
- iii. Material is to be lifted on as is Where is basis What is and no complain basis. Bidder may visit RGPPL site before quote, at their own cost.
- iv. RGPPL will not entertain any complaints about quality of above Lot.
- v. Buyer will have to make his own arrangements for loading and transportation of material.
- vi. Before filling BOQ bidders are advised to go through the "Important Notes for BOQ / SOR / Price Schedule" mentioned in tender document.

Applicable GST (in %)

Applicable GST (In Amount)

Total Amount including GST:

(In fig):

(In words):





NIT No.: RGPPL/C&M/CS-2914/OT-149

Date: 03.03.2021

Sub: Sale Disposal of abandoned Prefabricated Containers in RGPPL Housing Colony

General Notes:

1. In the event of discrepancy between the rate given by the bidder as described in words and that stated in figures, the description in Words shall prevail.
2. **Applicable GST is payable extra. Quoted rates shall be inclusive of all taxes, duties & levies, Except GST.** No Post BID request shall be entertained.
3. Rates to be quoted both in figures and words. In case, the rate is not quoted in words, RGPPL 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. The certificate of Nil Deviation shall be submitted by the bidder.
8. The BOQ indicated is as envisaged. However, the executions of all the quantities in BOQ are not binding to RGPPL.
9. Awarded rates are remained unchanged irrespective of quantity executed.

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