

NIT No.: RGPPL/C&M/PURCHASE/OT-09/2016-17 Date 01.11.2016

Sub: Procurement of Computers for BBPS

Dear Bidders,

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

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

- a. Bid Guarantee (EMD).
- b. LD/Penalty Clause.
- c. Fraud Prevention Policy.
- d. Safety & Environmental obligations to contractor.
- e. Security Deposit

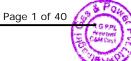
Your prompt & proper response to our Tender Notice shall be highly appreciated.

Thanking you

Yours Faithfully For & on behalf of RGPPL

Gautam Kumar Manager (C&M)

Encl: As above







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NOTICE INVITING TENDER

RGPPL/C&M/PURCHASE/OT-09/2016-17

Domestic Competitive Bidding

Procurement of "Computers for BBPS"





NIT No.: RGPPL/C&M/PURCHASE/OT-09/2016-17 Dt 01.11.2016

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[Domestic Competitive Bidding (DCB)]				
RGPPL/C&M/PURCHASE/OT-	09/2016-17	Date: 01.11.2016		
Tender Reference	RGPPL/C&M/PURCHASE/OT-09/2016-17			
Name of Work	Procurement of Computer	rs for BBPS		
Bidding System	Single Stage Bidding (Tw	o Part System)		
Tender Document Fee.	A complete set of Bidding Documents may be purchased by any interested eligible Bidder on the submission of a written application to the below mentioned office and upon payment of a non-refundable fee of Rs. 1,193/- (Rupees One Thousand One Hundred and Ninety Three only) in the form of a Demand Draft/Cashier's Cheque / Certified Cheque in favour of "Ratnagiri Gas and Power Private Limited" payable at Chiplun.			
	Bidders may also download the tender enquiry documents from the web site www.rgppl.com and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned above. The bidders must submit the abovementioned tender document fee along-with its tender failing which the tender submitted by the bidder shall be rejected.			
Tender Opening Details:		Bids shall be received up to 15:00.00 hours on 30.05.2017. Technical Bids shall be Opened on 30.05.2017 at 15:30.00 Hours Place of opening: C & M Department, Ratnagiri Gas & Power Pvt. Ltd., AT & PO: Anjanwel, Taluka: Guhagar, Dist.: Ratnagiri, Maharashtra – 415 634		
	(PART-B) ENVELOPE IV Shall consist of Price Bid only	Date of opening of Price Bid shall be informed separately after the technical bid evaluation to qualified Bidders.		





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	Earnest Money Deposit (EMD) : Rs. 25,000/-
	The EMD shall be made payable without any condition to the owner, if EMD submitted is in the form of BG, BG shall be valid for the period of six (06) calendar months from the date set for the opening of the technical bids. EMD of the Bidder shall stand forfeited if he revokes or cancels his tender after submission or vary any terms thereof without the consent of the owner within validity period of tender (6 months).
Earnest Money Deposit (EMD)	EMD should be submitted in separate sealed envelope, super scribed with tender reference, type of EMD & EMD details.
	The EMD of the Un successful Bidders shall be returned after award of contract & The EMD of the successful Bidder to whom a contract is awarded will be returned after the said Bidder provides the Performance Bank Guarantee (PBG)/SD (Format Enclosed) as required in the contract documents.
	"Any bid not accompanied by the EMD shall be disqualified."
	No interest will be payable by the owner on the EMD and CPBG as may be applicable.
Acceptable form of EMD	Crossed Demand Draft (preferably from SBI) / Banker's cheque /Banker's Pay Order (from Nationalized Indian Bank, as per list enclosed) drawn in favour of 'Ratnagiri Gas and Power Private Limited', payable at Chiplun (Maharashtra) OR irrevocable Bank Guarantee as per the prescribed format along with check list for BG (enclosed). VALUE OF STAMP PAPERS FOR BG's: The Bank Guarantees shall be on non-judicial stamp paper as per the Stamp Duty Act prevailing in the respective state of the bidder in the name of issuing bank only. The bidder should check & confirm the value of stamp paper from the concerned govt. authority before finalization of bank guarantee. OR Bidder may submit EMD amount through E-payment by Credit
Acceptable form of Emb	card/ Debit / Net Banking etc. Details of account of RGPPL is as follows:- 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 If EMD amount is paid online then Bidder must sent /submit / copy of documentary evidence as proof of submission of EMD in the envelope of EMD.
	If bidder fails to submit the same his/her offer may not be considered.





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	The outside of the envelope should clearly indicate the Envelope no I, II, III or IV 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.
Envelope & Dispatch	The Bidder has the option of sending the bid by Registered Post/ Speed Post/ in person . Presently no courier services are available in this area. RGPPL takes no responsibility for delay, loss or non-receipt of tender documents within the stipulated date & time. Bids submitted by Fax/Email/Telegram will not be accepted.
сѕт	CST against C form is not applicable for this case.





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INSTRUCTION'S TO BIDDERS

Tenders will open in the presence of Authorized representative of Bidders, if they present themselves. They should come with authorization letters.

Each of these instructions must be read carefully and followed strictly. Failure in complying with any of these would render your offer liable for rejection.

"The offer should be in sealed envelope and preferably be sent by Register Post/Speed Post (At present Courier services are not available here). Intending bidders are advised to post their offer well in time so as to reach us before bid due date and time. Offers sent through courier / by hand shall not be accepted if presented after the due date and time of submission of bids. The offers should be duly signed and stamped on each page by vendor otherwise it would be liable for rejection".

1) Offer (preferably typed) addressed to Manager (C&M) at below mentioned address must be submitted.

Ratnagiri Gas & Power Pvt. Ltd.,

AT & PO: Anjanwel, Taluka: Guhagar, Dist.:Ratnagiri,

Maharashtra - 415 634

- 2) The enquiry No., bid due date, tender fee and details of earnest money deposit (EMD) should be superscribed on the envelope, failing which the offer may be rejected.
- 3) Generally RGPPL expects the offer directly from the seller considered for issue of purchase enquiry. However offer submitted through their Authorized distributor/ authorized stockiest/ authorized dealer/ Sister concern/ Channel Partners etc. is also acceptable to us provided a separate & specific letter communicating the same is submitted to our office in advance i.e prior to last date of submission of bid.
- 4) In case of change in name and address of the bidder on account of merger /acquisitions or for any other reasons, copies of documents in support of same is to be submitted separately in the form of fax / e-mail / courier / post before Bid opening date.
- 5) The quoted price must be written in both figures and words (in capital letters). In case Of any discrepancy between figures and words, the rates in words shall be considered for purpose of evaluation.

In no case there should be any overwriting. Alterations if any should be made clearly by crossing the corrections should be attested by the tenderer with their full signature and rubber stamp.

- 6) Arithmetical errors will be rectified on following basis:
 - a) In the event of discrepancy between description in words and figures quoted by the tenderer, **description in words shall prevail.**
 - b) If the event of an error occurring in the amount column as a result of wrong extension of unit rate and quantity, **the unit rate shall be regarded as firm** and extension shall be amended on the basis of the rate.

If the tenderer does not accept the above correction of error, their bid will be rejected and EMD may be forfeited.



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- 7) Offers shall be accompanied with Earnest Money Deposit (EMD) of requisite Value as specified, in a separate envelope failing which the offer is liable for rejection.
- 8) The earnest money will be forfeited on revocation of tender before the expiry of validity of the tender or on refusal to enter into the contract after award is made by RGPPL to the tenderer within the validity period of offer.
 - Small scale Industries registered with the National small scale Industries Corporation shall be exempted from the payment of Earnest Money Deposit / Tender fee. Tenderers seeking exemption should enclose a **photocopy of valid registration certificate preferably attested by Gazetted Officer / Magistrate 1**st Class, giving details such as validity, stores and monetary limits, failing which they run the risk of their tenders being passed over as ineligible for this concession. SSI units in the State registered in Maharashtra state for the tendered items are also entitled for exemption of EMD.
- 9) The rates shall be quoted on FOR Destination Basis (inclusive of packing and Forwarding charges, freight by road). For the rates quoted on Ex-works / FOR dispatching station basis, the freight charges varying from 2% to 5% shall loaded depending upon the distance of dispatching stations.
- 10) The price quoted shall be exclusive of Excise Duty and sales Tax. The rate and nature of Sales Tax applicable shall be shown separately. In case, the quoted goods are subject to Excise Duty, the vendor shall have to furnish documentary evidence as proof of having paid the same, Sales Tax Levies and any other duties payable shall shown separately in the invoice. In case of variable Excise Duty, maximum quantum of Excise Duty shall be loaded for comparison.
- 11) Bidders note that the exchange rate applicable on Bid Opening Date shall be considered for evaluation purpose in case offers are submitted in foreign currency.
- 12) The tenderer shall certify that the quoted rates are as applicable to Govt. Dept. / Public Sector Undertakings. The tenderer shall provide the copy of the purchase order / copy of the price list for the similar item for the rate justification of their offer.
- 13) The offer should be valid for a period of 180 (One Eighty) days from the date of technical bid opening.
- 14) Offer should be strictly as per specifications / drawings / samples as spelt out in the enquiry. Deviation there from, if any, shall be clearly spelt out by the tenderer. In confirmation of above, all the Technical Data Sheets, Drawings, Specification sent with our enquiry, should be submitted with the offer duly signed and stamped on each page.
- 15) Test certificates of manufacturer / Govt. Test House shall be required to be submitted by the vendor wherever so stipulated.
- 16) Bid Evaluation: Bidders to note that the offers should be submitted in line with the Qualifying requirements and technical specifications stipulated in the tender documents. The Bidder not meeting the Qualifying requirements and technical specifications shall not be considered for price Bid opening.
- 17) Tenderer should base his offer on the delivery schedule indicated in the enquiry. The delivery period shall commence from the date of Telex / FAX of intent / Letter of Intent / Purchase Order whichever is the first intimation of acceptance of vendors offer.
- 18) If vendor do not agree with our payment clause they may indicate the mode of payment agreeable to them. The bidder not accepting our usual payment terms is required to indicate additional price implication if any to withdraw the condition. In absence of such





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Information RGPPL shall load interest @ 1.5 p.m. for the applicable period while comparing their prices with those of the other bidders offering our standard payment terms.

- 19) RGPPL generally will not pay advance payment. However in exceptional cases RGPPL may pay advance payment for part/full order value but seller is required to give counter security of equal amount in any of the acceptable form. Bidders insisting advance payment but not agreeing to provide counter security as per RGPPL's requirement shall be treated as non responsive and is liable for rejection. Hence evaluated value of the bid also depend on the terms of payment stipulated by the bidder.
- 20) In case of any delay in execution of order beyond the stipulated date or delivery schedule, liquidated damages shall be levied equivalent 0.5 % of the value of the delayed material / equipment for each week of delay or part thereof subject to maximum of 5% of the total purchase order value.
- 21) For all the Purchase Orders placed, the General Purchase Condition shall be applicable.
- 22) RGPPL at its sole discretion unilaterally can change the quantity to the extent of +/- 20% as indicated in the Tender Enquiry unless otherwise specified. The bidder would be bound to supply these quantities on the same terms and conditions of price delivery.
- 23) The Bidder shall comply with all the legal requirements and obtain all necessary licenses/permissions under various applicable Laws/Acts.
- 24) RGPPL is implementing its environment management system inline with ISO-14001 standards. The general environment guidelines are enclosed with this document.
- 25) Fraud prevention Policy: "The Bidder" along with its associate / collaborator / supplier / subcontractors / sub-vendors / consultants / service providers shall strictly abide by the provisions of 'Fraud prevention Policy' of RGPPL displayed at website http://www.rgppl.com. An undertaking regarding adherence to the fraud policy shall be submitted by the Bidder along with the bid as per format provided in these documents.
- 27) RGPPL reserves the right to cancel this tender any time either in whole or in parts as the case may be and reject or accept any tender without assigning any reason thereof. Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the owner to the Bidders when the bids are under consideration, Bidders and/or their representatives, or other interested parties are advised to refrain from contacting by any means, owner and/or its employees/ representatives on matters related to the bids under consideration. The Bidders will not be permitted to change the substance of bids, after the bid has been opened formally.
- 28)Owner is not bound to enter into any correspondence with the Bidders or his representatives on any matter or to give reason for its decisions other than as specifically stated in this document.

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QUALIFYING REQUIREMENT

Qualifying requirements (QR) for the agencies towards subject procurement are as under:

- 1. Minimum average annual financial turnover of the bidder in the last **Three consecutive Completed Financial Years** as on date of bid opening shall be equivalent to or more than **Rs.** 50.00 Lacs.
- 2. The bidder should have successfully completed/executed any one of the following during last five (05) years ending last day of the month previous to one in which bids are invited
 - a. One similar order of value not less than Rs 10.00 Lac

OR

b. Two similar orders of value not less than Rs 6.25 Lac each

OR

c. Three similar orders of value not less than Rs 5.00 Lac each.

Note – Wherein similar orders stands for "Supply of Desktop PCs"

3. The bidder should be a manufacturer of PCs having manufacturing facility in India.

OR

The bidder should be a subsidiary / dealer / authorized partner of the manufacturer as above and should be duly authorized by manufacturer to participate in the bid.

- 4. The bidder should have Microsoft OEM certification for preloading of Windows Operating System for Intel based PCs.
- 5. The Manufacturer of PCs should have national/global existence for last five (05) years.
- 6. The bidder should have valid PAN and Sales Tax registration.

Documents Required:

- a. Copies of audited balance sheet and Profit and Loss Account Statement confirming the turnover for preceding three financial years in support of Para 1 above.
- b. Copies of Purchase Orders along with **delivery challans** & **invoices** in support of Para 2 above.
- c. Documentary evidence in support of Para 3, 4 & 5 above.
- d. Copy of Pan Card and Sales Tax Registration Certificate in support of Para 6.





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Bidders to submit following documents in support of above:

VAT / SALE TAX NO & PAN NO. :

Description	No.	Ref. Page No. of Document enclosed in support of QR
VAT / Sale Tax Registration Number		
PAN NUMBER		

ANNUAL TURNOVER STATEMENT:

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

FINANCIAL YEAR	ANNUAL TURNOVER (Rs.)	Ref. Page No.
2015-2016		
2014-2015		
2013-2014		

r Pvt. Ltd. Page 10 of 40 Ratnagiri -415634, Maharashtra, India.



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CHECKLIST FOR PRE QUALIFYING REQUIREMENTS: (MUST BE FILLED BY)

Sr. No.	Description of item	To be filled/submitted by the bidder with following documents with page no.	
1	Earnest Money Deposit (EMD)		
2	Minimum average annual financial turnover of the bidder in the last Three consecutive Completed Financial Years as on date of bid opening shall be equivalent to or more than Rs. 50.00 Lacs .	Copies of audited Balance Sheet and Profit & Loss Account Statement confirming the turnover for preceding three financial years.	
	The bidder should have successfully completed/executed any one of the following during last five (05) years ending last day of the month previous to one in which bids are invited- a. One similar order of value not less than Rs 10.00 Lac		
	a. One similar order of value not less than ks 10.00 Lac		
	OR	Copy of PO Ref no***** Dtd *** From M/s *****.	
3	b. Two similar orders of value not less than Rs 6.25 Lac each	Delivery challan Detail **** & invoice detail *****	
	OR	& invoice detail ^^^^	
	c. Three similar orders of value not less than Rs 5.00 Lac each.		
	Note – Wherein similar orders stands for "Supply of Desktop PCs"		
	The bidder should be a manufacturer of PCs having manufacturing facility in India. OR		
4	The bidder should be a subsidiary / dealer / authorized partner of the manufacturer as above and should be duly authorized by manufacturer to participate in the bid.	Documentary proof	
5	The bidder should have Microsoft OEM certification for preloading of Windows Operating System for Intel based PCs.	Documentary proof	
6	The Manufacturer of PCs should have national/global existence for last five (05) years.	Documentary proof	
7	Tender Document Sign & Stamped Submission		





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Sr. No.	Description of item	To be filled/submitted by the bidder with following documents with page no.
8	Bidder Proposal (On company's letter head)	
9	Performa for Letter of Undertaking (On non-judicial paper of requisite value)	
10	Certificate of acceptance of important condition of bidding (On company's letter head)	
11	Fraud Prevention Policy	
12	General Purchase Conditions	
13	Deviations	

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TECHNICAL SPECIFICATIONS

Technical specification for core 17 Desktop Computers-

Form Factor- SFF/MINI/MICRO Tower

Processor- Core I7 (8M Cache, Min 3.40 GHZ)

Motherboard- Compatible with processor

Memory- 16GB (2x 8GB) DDR3 expandable to 32 GB

Graphic-Integrated Graphics

Hard Disk- 1 TB (SATA) 3.5" 7200 RPM

Monitor- Wide screen 19.5 Inch LED Monitor

Keyboard- USB Standard Keyboard

Pointing Device- USB optical scroll mouse with non-skid velvet fabric recycled rubber mouse pad.

Optical drive- DVD R/W Min 32x speed

Network Connectivity- 100/1000 MBPS on-board inbuilt network port.

Physical security- Chassis intrusion switch/padlock loop (Kensington lock/OEM lock)

Wireless card- Inbuilt - 802.11A/B/G/N/AC

Operating System- WIN10 PRO 64 bit latest preloaded with latest upgrade.

Software- Microsoft MS-Office 2013 standard pre loaded.

License of the software loaded for the RGPPL Company.

Operating system- Windows 10 professional 64 bit latest preloaded with latest upgrade (OEM recovery CDs/DVDs with option to downgrade windows 8/7).

The recovery CDs/DVDs containing all required drivers and patch for OS and OS CDs/DVDs handed over to RGPPL.

PORTS:

- 4 External USB 3.0 Ports (2 front, 2 rear) AND
- 6 External USB 2.0 Ports (2 front, 4 rear) AND
- 1 Internal USB 2.0, 1 RJ45; 1 serial; 1VGA;
- 2 Display port; 2 line in (Stereo / Microphone)
- 2 Line out (Headphone / Speaker)

Speaker - Inbuilt

CERTIFICATION:

Offered product shall be certified for MICROSOFT Energy Star 6.0, ROHS certification, EPEAT certified, OEM health monitoring / diagnostic tools, trusted platform module (TPM) 1.2.

WARRANTY:

3 years comprehensive OEM on-site warranty for all components (H/W and OS as the case may be) supplied including re-loading. Media for same should be handed over to RGPPL.

Vendor's technician to undertake installation of individual PCs at designated locations in RGPPL as directed by IT department.





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GENERAL ENVIRONMENTAL GUIDELINES TO BIDDERS

- Ratnagiri Gas & Power Pvt. Ltd (RGPPL) is implementing its environment Management System in line with ISO-14001 standards. The environmental policy is documented, implemented and maintained at RGPPL and shall be available to all interested parties on demand.
- 2. We expect our business partners to adhere to the requirements of our Environmental policy, salient features of which are:
 - a. Continual improvement in its environmental performance
 - b. Control and prevention of pollution
 - c. Conservation of natural resources
 - d. Waste minimization
 - e. Compliance with regulatory requirements
 - r. Creating environmental awareness to its employees and associates working with it.
- 3. Accordingly, all the successful bidders shall also be responsible to act and comply towards our Environmental Policy. They shall also extend full co-operation to the authorized representative of RGPPL to achieve the objective of the Environment Policy.
- 4. The successful bidder may note that:
- i) Use recyclable material to the extent possible in packing.
- ii) 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.
- 5. Any non-conformity or act which may be detrimental to the RGPPL Environmental Policy and to the environmental objectives and targets shall be dealt in by RGPPL sternly and suitable action may be taken as deemed fit.

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BILL OF QUANTITIES (BOQ):

Part A	Sr. No.	Description	Unit	Qty	Rate (Rs)		Rate (Rs) Amoun (Rs)	
	1	SUPPLY & INSTALLATION OF DESKTOP COMPUTERS CORE 17 AS PER ENCLOSED TECHNICAL SPECIFICATIONS AND TERM & CONDITIONS	NO	15				
						1		
	Additional Charges / Commercial Factors Rate (%)			Amount (Rs.)				
	Trade Discount							
	Packing & Forwarding							
	Excise Duty							
	Sales Tax (VAT / CST*)							
	Freight & Insurance Charges (Upto RGPPL Site)							
				Sub	Total (A			
Part B								
	Other Charges (Please Specify)							
	Sub Total (B)							
	Grant Total = Sub Total (A) + Sub Total (B)							

Payment Terms: 100% within 30 days of receipt, installation and acceptance of material.

UNIT: NO - NUMBER

*CST against C form is not applicable for this case.

Evaluation Procedure:

The techno commercial acceptable bids shall be evaluated as per RGPPL'S procedure on package wise L1 Basis.

Company V



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SPECIAL CONDITIONS OF CONTRACT (SCC)

- SECURITY DEPOSIT: Successful bidder shall submit a security deposit in the form of DD/Bankers Cheque equivalent to 5% of order value immediately after receipt of Purchase Order. EMD submitted earlier of amount Rs. 25,000.00 can be treated as initial security deposit & balance SD to be submitted immediately on receipt of order. SD shall be released on completion of contract.
- 2. FORCE MAJEURE: Either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz. Acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics; lawful strikes and lock outs, then provided notice of happening of any such eventuality is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the force majeure, the period of force majeure shall be excluded from the time specified for fulfillment of obligation of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than seven days, such events shall not be construed to be force majeure events. If force majeure event continues beyond a period of six months, the parties shall mutually decide further course of action. Neither party can claim any compensation from the other party on account of force majeure event.
- 3. **ENVIRONMENTAL & SAFETY OBLIGATIONS:** Contractor shall follow and fully comply with RGPPL's General Environmental Guidelines (enclosed at Annexure B). Also the contractor shall follow and fully comply with RGPPL' General Safety Norms (enclosed at Annexure A) in addition to the specific instructions given by RGPPL's safety-in-Charge.
- 4. <u>DELIVERY PERIOD</u>: Material shall be delivered as a complete lot at RGPPL site and vendor's technician to undertake installation of individual PCs at designated location in RGPPL within 90 days from the date of Purchase Order.

(ANNEXURE A)





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GENERAL SAFETY OBLIGATION TO SUPPLIER

- 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 Supplier 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 Supplier shall meet Indian/International standards and where such standards do not exist, the Supplier 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- Supplier'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





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- 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	As determined by the workmen compensation
workmen or employees	commissioner under Workmen's Compensation Act
b) Major injuries or accident causing 25% or	1923 and any subsequent amendment.
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 compliance of safety instructions and applicable law then RGPPL may consider the performance of the Contractor and award suitable "ACCIDENT FREE SAFETY MERITORIOUS AWARD" as per scheme detailed/ announced separately to such Contractor after successful completion of their contracts, which apart from monetary benefit may add to the Contractor's qualification competing for other contracts of RGPPL.





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(ANNEXURE – B)

GENERAL ENVIRONMENTAL OBLIGATIONS TO SUPPLIER

- Ratnagiri Gas & Power Pvt. Ltd (RGPPL) is implementing its environment Management System in line with ISO-14001 standards. The environmental policy is documented, implemented and maintained at RGPPL and shall be available to all interested parties on demand.
- 2. We expect our business partners to adhere to the requirements of our Environmental policy, salient features of which are:
 - a. Continual improvement in its environmental performance
 - b. Control and prevention of pollution
 - c. Conservation of natural resources
 - d. Waste minimisation
 - e. Compliance with regulatory requirements
 - f. Creating environmental awareness to its employees and associates working with it.
- Accordingly, all the successful bidders shall also be responsible to act and comply towards our Environmental Policy. They shall also extend full co-operation to the authorized representative of RGPPL to achieve the objective of the Environment Policy.
- 4. The successful bidder may note that:
 - i. The personnel employed by them have requisite knowledge to carry out the job entrusted to them in an environmentally conscious way and are aware of RGPPL Environment Policy. In case they require any clarification in the Environment Policy and its objectives, they can contact the Engineer-in-Charge for the same
 - ii. The personnel engaged by them use the required personnel protective equipments while at work, wherever required.
 - iii. They should ensure that water, fuel and energy are used judiciously i.e. water & power points are closed/put off when not in use.
 - iv. Limit to the speed limits while driving.
 - v. For the hired vehicles of RGPPL the smoke emission from vehicles shall be as per norms laid down by Motor Vehicle Act, which is subject to change from time to time. Necessary PUC Certificate shall be produced to RGPPL officials on demand.
 - vi. The vehicles employed by them meet the requirement of the PUC norms. Check the vehicles for energy efficiency, vehicular emission, oil leakages, tyre pressure etc regularly and correct if needed.
 - vii. Any oil/chemical leakage shall be immediately brought to the notice of Engineer-in-Charge so that corrective action is taken quickly to avoid any water/land/air contamination.
 - viii. Care shall be taken while filling/removal of oil from the equipments that no spillage take place. Any used oil removed from the equipment shall be filled in drum marked as "Used Oil Drums".
 - ix. Proper housekeeping shall be done after maintenance activity. The waste/garbage collected from various site by housekeeping contact personnel shall be disposed as per instructions of Engineer-in-Charge.
 - x. Use recyclable material to the extent possible in packing.
 - xi. Take all precautions as necessary while carrying hazardous chemicals and hazardous wastes.
 - a. Insist for MSDS for hazardous chemicals and TREM card for hazardous wastes.
 - b. Comply with the requirements of Hazardous Chemicals (Handling & Management) (Amendment) Rules, 2003 and or Hazardous Wastes (Management, Handling and Trans-boundary Movement) Rules, 2008.
 - c. Comply with the provisions of Motor Vehicle Act1988.
 - xii. Inform the Shift In-charge at 321, 331 or 332 in case of any accidents/emergency within the plant premises.
- 5. Any non-conformity or act which may be detrimental to the RGPPL Environmental Policy and to the environmental objectives and targets shall be dealt in by RGPPL sternly and suitable action may be taken as deemed fit.





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DEVIATION STATEMENT BY BIDDER

The following are the deviations and variations from and exceptions to the specification and bidding document for "Procurement of Computers for BBPS". These deviations and variations are exhaustive. Except for these deviations and variations, the entire supply shall be performed as per RGPPL's Specification and Documents. Further, we agree that additional conditions, variations, if any found in the proposal documents other than those stated in this deviations schedule, save those pertaining to any rebates offered, shall not be given effect to.

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

Signature of BIDDER
Name
Designation
Company Seal





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BIDDER'S PROPOSAL

(On Company's Letter Head)

BIDDER 's Proposal Ref.:	Date:
BIDDER's Name and Address Phone No Mobile No Fax	
To, Manager (C&M) Ratnagiri Gas & Power Pvt. Ltd., Ratnagiri Gas & Power Project, At: Anjawel, Tal. Guhagar, Dist.: Ratnagiri – 415634.	
Dear Sir,	
Sub: "Procurement of Computers for BBPS"	
Due for opening on 3 0.05.2017 at 15:30.00 Hou PURCHASE / OT-09 / 2016-17 dated 01.11.201	
We the undersigned Bidder have read and examsubject work to be carried out against your above proposal. We declare that the purchase order if accordance with your tender documents except for been detailed out exhaustively in the deviation statemany additional conditions if found in the proposal except those pertaining to any rebate offered state our offer shall remain valid for a period of 180	referred tender enquiry do hereby submit this awarded to us shall be strictly executed in the variations and deviations all of which have then and attached to the proposal. We agree that other than those stated in deviations schedule hall not be given effect to. We also confirm
We further confirm that the price schedule has has been enclosed with this proposal. We als period indicated in the tender documents.	
Thanking you,	
Yours faithfully,	(SIGNATURE OF THE BIDDER)
N	lame
Des	ignation
Comp	pany Seal



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PROFORMA OF LETTER OF UNDERTAKINGS

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

Ref.:		Dated:
At/ PC Tal. G Mahar	giri Gas and Power Pvt. Ltd., D: Anjanwel, suhaghar, Dist. Ratnagiri-4157 rashtra, India e: 02359 – 241104/33, Fax: 0	
Dear	Sirs,	
1.	I*/We* have read, examin work of "Procurement of C	ed & understood the complete bid documents relating to the Computers for BBPS"
2.	(06) months/180 days f I*/We*	Bid and undertake to keep our Bid valid for a period of six from the date of opening of bid i.e. uptohereby further undertake that during the said ry/alter or revoke my*/our* Bid.
3.	consider and evaluate the s	ensideration of RGPPL agreeing to open my/our Bid and same for the purposes of Placement of order. Should this Bid agree to abide by and fulfill all the terms, conditions and ntioned bid documents.
		Signature along with Seal of Company
	(C	Ouly authorized to sign the Tender on behalf of the BIDDER). Name Designation
		Name of Co
Date . Name Teleph	ss ture & Address none.No	(in block letters) Date & Postal Address





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Certificate of Acceptance of Important Conditions of Bidding

(To be submitted on BIDDER's Letter Head)

With reference to the Tender No. RGPPL/C&M/PURCHASE/OT-09/2016-17 dated 01.11.2016 for the supply/work of "Procurement of Computers for BBPS". I/we hereby confirm that I/we have read the provisions of the following clauses and further confirm that not withstanding anything stated elsewhere to the contrary, the stipulation of the clauses are acceptable to me/us, and we have not taken any deviation to these clauses:

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

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

Date this	Day of	20
Thanking you, we	remain	
		Yours faithfully: For on behalf of
Date :		Signature :
Place :		Printed Name:
		Designation :
		Common Seal:
Strike out whichev	er is not applicable	





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PROFORMA of Letter of Authority for Attending the Bid Opening

(To be submitted on BIDDER's Letter Head)

Ref. No.:			Date:			
AT & POST: A	<i>GAS AND POWER PRIV</i> ANJANWEL, TAL.: GUHAG AGIRI, MAHARSHTRA.	•				
Atten:						
Dear Sirs,						
technical bid o	ppening and priced bid op	ening against your Bid	No			
S.NO	NAME	DESIGNATION	SIGNATURE			
1.						
2.						
We confirm th Yours Faithful	nat we shall be bound by a	all and whatsoever our	representative(s) shall	commit.		
			Signature Name Designation For & on behalf Seal	of		

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





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Proforma for Bank Guarantee for "EMD" (To be stamped in accordance with Stamp Act) (The non-judicial stamp paper should be in the name of issuing bank)

Bank Guarantee No	Date
To, Ratnagiri Gas and Power Pvt. Ltd.,	
At & Post: Anjanwel,	
Taluka: Guhagar,	
District: Ratnagiri – Maharashtra-4156	534
Dear Sirs,	
having its registered/Head Office at	
Bidder as a condition precedent for p	ainst Bid Security for an amount of(*) from(**), is required to be submitted by the articipation in the said bid, which amount is liable to be ngency mentioned in the Bidding Documents.
(#) guarantee and (Gas and Power Private Lto (*)(in	of the Bank]having our head office at undertake to pay immediately on demand by M/s Ratnagirid., (hereinafter called 'RGPPL') the amount figures and words) without any reservation, protest, and made by the RGPPL shall be conclusive and binding on ence raised by the Bidder.
further extension of this guarantee is	nd shall remain valid up to(@) If any required, the same shall be extended to such required on receiving instructions from M/s[Bidders guarantee is issued.
In witness whereof the Bank, throughDay of20	its authorized officer has set its hand and stamp on this at
Witness (4) Six I	
(1) Signature Name	Signature
Official Address	Name
(2)Signature Name	Designation
Official Address	Bank's Common Seal
	Power of Attorney No





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BANK GUARANTEE VERFICATION CHECKLIST

- 1. Bank Guarantee No.
- 2. Issuing Bank
- 3. Amount of BG
- 4. Nature of BG & No. of Pages
- 5. Validity of BG
- 6. Package Description
- 7. Party & Contracts Ref.
- 8. Bank Reference

CHECK LIST (BANK GUARANTEE)

Sr. No.	DETAILS OF CHECK	YES / NO	
А	Is the BG on non-judicial stamp paper of appropriate value, as per the prevail State Stamp Duty Act?		
В	Whether date, purpose of purchases of stamp paper and name of the purchaser are indicated on the back of stamp paper under the Signature of Stamp vendor (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased in the name of the executing Bank. Also the Stamp Paper should not be older than Six months from the date of execution of BG).		
С	In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon?		
D	Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc. on the BG?		
E	Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?		
F	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bid Documents?		





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CHECK LIST (BANK GUARANTEE)

S.NO	DETAILS OF CHECK	YES / NO
G	In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of RGPPL in any manner)?	
Н	In case of deviations in text of BG, which materially affect the right of RGPPL, whether the changes have been agreed based on the opinion by Legal Department of RGPPL or BG is considered acceptable on the basis of opinion of Law Department of RGPPL already available on the similar issue.	
ı	Are the factual details such as Bid Documents No., NOA / LOA / Contract No., Contract Price, Amount of BG and Validity of BG correctly mentioned in the BG?	
G	Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?	
J	Whether the BG has been issued by a Bank in line with the provisions of BG / Contract Documents?	
K	In case BG has been issued by a Bank other than those specified in Bid / Contract Document, is the BG confirmed by a Bank in India acceptable as per Bid / Contract Documents?.	

Date:	Clausakuus
	Signature:
Place:	Printed Name
	(Designation)
	(Common Seal)

Note: The bidder is required to fill up this form and enclose along with the Bank Guarantee.

G Canal D



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FRAUD PREVENTION POLICY

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

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

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

5.0 REPORTING OF FRAUD:

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



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ensure that input received is immediately communicated to the Nodal Officer. The reporting of the fraud normally should be in writing. In case the reporter is not willing to furnish a written statement of fraud but is in a position to give sequential and specific transaction of fraud/suspected fraud, then the officer receiving the information/Nodal Officer should record such details in writing as narrated by the reporter and also maintain the details about the identity of the official / employee / other person reporting such incident. Reports can be made in confidence and the person to whom the fraud or suspected fraud has been reported must maintain the confidentiality with respect to the reporter and such matter should under no circumstances be discussed with any unauthorized person.

- b. All reports of fraud or suspected fraud shall be handled with utmost speed and shall be coordinated by Nodal Officer(s) to be nominated.
- c. Officer receiving input about any suspected fraud/nodal officer(s) shall ensure that all relevant records documents and other evidence is being immediately taken into custody and being protected from being tampered with, destroyed or removed by suspected perpetrators of fraud or by any other official under his influence.

6.0 INVESTIGATION PROCEDURE:

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

7.0 RESPONSIBILITY FOR FRAUD PREVENTION:

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





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FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

To,

RATNAGIRI GAS AND POWER PRIVATE LIMITED,

At & Post: Anjanwel,

Tal.: Guhagar, Dist.: Ratnagiri,

Maharshtra, India - PIN 415 634

Phone: 02359 - 241128, Fax: 02359 -241012

Ladies and Gentlemen:

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

	Yours faithfully,
Date:	(Signature)
Place:	(Printed Name)
(Designation)	
(Common Seal)	



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GENERAL PURCHASE CONDITIONS

1. Definition:

The following terms and expressions used herein shall have meaning as indicated therein:

Supplier / vendor / Contractor: Shall mean the individual firm. Company or Corporation whether incorporated or otherwise to whom this Purchase Order is addressed and shall include its permitted assigns and successors.

Purchaser / Owner: Shall mean Ratnagiri Gas & Power Pvt. Ltd.

2. Reference:

The number of this Purchase Order must appear on all correspondence, drawings, Invoice, Packing & shipping Documents & on all documents or papers connected with Purchase Order.

3. Specifications & Drawing:

Any information, details etc. called for in the specification & not shown in the drawing and vice-versa shall have the same effect & meaning as if called for an shown both in the specifications & Drawings. In case conflict between specifications & drawings the decision of the purchaser or his duly authorized representative shall be final & binding.

4. Price Basis:

Price mentioned in the Purchase Order shall be firm & not subject to escalation till the execution of the complete order & its subsequent amendments accepted by the vendor even though the completion / execution of the order may take longer time than the delivery period specified & accepted in the Purchase Order.

5. Taxes, Levies & Duties:

Sales Tax Levies & any other duties payable shall be shown separately in the invoice. This shall be to the account of the Purchaser / Owner, unless otherwise mentioned in the Purchase Order.

6. Inspection/ Checking Testing:

All materials / equipments manufactured by the vendor himself & / OR his sub-vendor against the Purchase Order shall be subjected to inspection, check &/OR test by the Purchaser or his authorized representative at all stages & places, before, during & /OR his authorized representative. Vendor shall notify the Purchaser at least 10 days in advance when the material / equipment is ready for inspection. If upon delivery the material / equipment does not meet the specifications, the materials / equipment shall be rejected & returned to the vendor for repair / modification etc. or for replacement, In such cases all expenses including to & fro freight, Repacking charges etc. shall be to the account of the vendor.





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Inspection by the purchaser &/OR his authorized representative or failure by the purchaser & /OR his authorized representative to inspect the material / equipment shall not relieve the vendor of any responsibility or liability under this Purchase Order in respect of such material / equipment not be interpreted in any way to imply acceptance thereof by the Owner.

Whenever specifically asked for by the Owner & / OR his duly authorized representative. The vendor shall arrange for inspection / testing by Institutional Agencies such as Lloyds Register of Industrial Services, Boiler Inspection, etc. In such cases vendor shall adhere to the inspection / testing procedure laid down by such agencies. All expenses including inspection fees shall be to the vendors accounts unless agreed to the contrary & specified in the Purchase Order.

7. Access to Vendors Premises:

The owner & / OR his Authorized representative shall be provided access to vendors & / OR his sub- vendors premises, at any time during the pendency of the order for expediting inspection checking etc. of working.

8. Removal of Rejected Goods & Replacement:

If upon delivery, whether inspected & approved earlier or otherwise, the material / equipment is not in conformity with the specifications, the same shall be rejected by the Purchaser or his duly authorize representative & notification to this effect will be issued to the vendor normally within 30days from the date of Receipt of the material at the works / site /office.

The vendor shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the vendor fails to lift the materials within the 15 days the Owner shall be at liberty to dispose of such rejected items in any manner as he may think fit. All expenses shall be recoverable from the vendor.

9. Terms of Payment:

The payment will be made by the Owner to the vendor on accordance with the terms & condition specified in the Purchase Order. All payments shall normally be made from the office of the purchaser situated at RGPPL, At-Post: Anjanwel, Tal: Guhagar, Dist: Ratnagiri, PIN: 415634

10. Additions / Alterations / Modifications:

The owner reserves the right to make additions / modifications to quantity of the items in the Purchase Order. The vendor shall supply such quantities also at the same rate as originally agreed to & incorporated in the Purchase Order. If however the additional work is at variance in design, size & specifications & not already covered by the Purchase Order or the amendments therein, the rates for such additional work shall be negotiated & mutually agreed.





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11. Delivery Schedule:

The time is the essence of this order & no variation shall be permitted in the delivery time / delivery scheduled mentioned in the Order. Delivery of the equipment / material described shall be deemed to constitute acceptance of this order & Terms & Conditions by the vendor at the price specified.

12. Liquidated Damages for Delay in Delivery:

- 12.1 In case of any delay in the execution of the Order beyond the stipulated date
 Of delivery/ delivery schedule including any extension permitted in writing the Owner
 reserves right to recover from the vendor a sum equivalent to 0.5% of the value of the
 delayed materials / equipments for each week of delay & part thereof subject to
 maximum of 5% of the total value of the Order.
- 12.2 Alternatively the purchaser reserves the right to purchase the materials / Equipment from elsewhere at the sole risk & cost of the vendor & recover all such extra cost incurred by the purchaser in procuring the mentioned above procedure.
- 12.3 Alternatively the purchaser may cancel the Order completely or partly without Prejudice to his right under the alternative mentioned above.
- 12.4 In event of recourse to alternative 12.2 & 12.3 above the Owner will have the Right to repurchase the stores which are readily available to meet the urgency in requirement caused by vendors failure to comply with the schedule delivery irrespective of the fact whether the materials/equipments are similar or not.

13. Source of Supply:

The vendor shall ensure that the indigenous capacity is utilized to fullest extent possible in execution of the Order. Where the imports are unavoidable all such items shall be imported by the vendor in good time against his own import license without affecting the contractual delivery schedule.

14.Patent Rights:

Royalties & fees for patents covering materials/equipment or processes use in executing the work shall be to the account of the vendor. The vendor shall satisfy all demands that may be made at any time for such royalties & fees & he alone shall be liable for damages infrigmented & shall keep the purchaser indemnified in that regard in the event of any equipment / material or part thereof supplied by the vendor is involved in any suit or other proceedings held to constitute the use of such equipment / material replace it with a non infringing material / equipment or modify it so it become non-infringing.

15. Force Majeure:

Vendor shall not be considered in default if delay in the delivery occurs due to Causes beyond his control such as acts of God, Natural calamities, civil wars, Strikes, fire, frost, floods, riot, & acts of unsuppressed power. Only those causes Which have duration of more than 7 days shall be considered cause of force / Calendar majeure. A notification to this effect duly certified by local chamber of commerce / statutory authorized shall be given by the vendor to the Owner by registered latter. In the event of delay due to such causes the delivery schedule will be extended for length of time equal to the period of force majeure or at the option of the Owner. The order may be cancelled. Such





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cancellation would be without any liability whatsoever on the part of the Owner. In the event of such cancellation the vendor shall refund any amount advanced or paid to the vendor by the Purchaser & deliver back any materials issued to him by the Purchaser & release facilities if any provided by the purchaser.

16.Cancellation:

The Owner reserves the right to cancel the Order in the part or full by giving one weeks advance notice thereby if:

- a) The vendor fails to comply with any of the terms of the order.
- b) The vendor becomes bankrupt or goes into liquidation.
- c) The vendor makes general assignment for benefit of the creditors &
- d) Any Receiver is appointed for the property owned by the vendor.

17. Waiver:

Any waiver by the owner of any breach of the terms & conditions of order shall not constitute any subsequent breach of the waiver of any other right or conditions.

18. Compliance of Regulations:

The vendor shall warrant that all goods & / OR services covered by this Purchase Order shall have been produced, sold, Dispatched, delivered, tested & commissioned in strict compliance with all applicable laws, regulations including industries (Development & Regulations) Act.1951 & any amendments there under, labour agreements, working conditions & technical codes & requirement as applicable from time to time.

The vendor should execute & deliver such documents as may be needed by the Purchaser in evidence of compliance. All laws rules & regulations required to be reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the vendor & the owner shall not be responsible in any manner whatsoever.

19. Sub – Letting & Assignment:

The vendor shall not sub- let transfer or assign any part of this Purchase Order. Without the prior written consent of the purchaser. Such assignments or subletting or transfer shall not relive the vendor from any obligation duty & responsibility under his Purchase Order. Any assignment transfer or subletting without the prior written approval of the owner shall be void. The purchaser shall have the right to cancel the order & to purchase the goods from elsewhere & the supplier shall be liable to the purchaser for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase & the vendor shall indemnify such loss or damage to the owner.

20. Vendors Drawing & Data:

All Drawings, Data & documentation in respect of the ordered items are integral part of the Purchase Order. The vendor will furnish all such Drawing, Data, & Documentations to the Purchaser. The schedule for submission of these documents by the vendor & the required number of copies shall be specified by Purchaser, The vendor shall ensure strict compliance to this schedule.





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21. Information provided by the purchaser:

All drawings, Data & documentation that are given to the vendor by the purchaser for execution of the Order shall be the property of the purchaser & shall be returned by the vendor on demand by the Purchaser. The vendor shall not make use of any of the documents for any purpose at any time except for the purpose of executing the Order to any person, firm, body, corporate &/OR authority & shall use all endeavors to ensure that above information is kept confidential. All such information shall also remain the absolute property of the Purchaser.

22. Spare Parts, Oils & Lubricants:

Wherever applicable the vendor shall furnished item wise price list of spares parts required for two years operations of the equipment ordered. The vendor shall also provide necessary instructions & drawings to identify the spare part numbers & their location as an interchangeability chart. The vendor shall recommended the quality of oils & lubricants required to be used in the operations of the equipments supplied under this order for a continuous operation for a period of at least one year.

23. Vendors Liability:

Vendor hereby accept s full responsibility & indemnifies the purchaser & shall hold the purchaser harmless from all acts of omissions & commissions on the part of the vendor, his agents, his subcontractors & employees in execution of the Order . The vendor also agrees to defend & hereby undertakes to indemnify the purchaser & also hold him harmless from any & all claims for injury to or death of any & all persons including but not limited to employees & for damages to the property arising out of or in connection with the performance of the under the purchase order.

24. Purchasers Materials:

- a) In case the purchaser has to supply free issue Materials under the purchase Order the same shall be issued to the vendor only when the vendor submits a bank Guarantee indemnity bond for the full value thereof strictly in the manner & as per the proforma of the Bank Guarantee indemnity bond approved by the purchaser.
- b) Wherever possible such free issue Materials shall be consigned to the Vendors sidings. Incase vendor does not have any siding or for any nay reasons materials can not be consigned to his siding the same shall be consigned to the public siding / Goods Depots. to be the specifically confirmed by the vendor. The loading / unloading & any further handling of such materials for the siding / destination shall be arranged by the vendor at his own cost & responsibility.
- c) The vendor shall given a firm list of free issued Materials & the schedule of their delivery strictly in accordance with the subsequence of fabrications vis-à-vis the delivery schedule.
- d) Unused material or scrap from free issue Materials supplied by the purchaser Shall be returned to the purchaser or if the purchaser so directs, the vendor may dispose off same by sale or otherwise on such terms & conditions as the purchaser may stipulate & the vendor shall pay the purchaser the sale proceeds of such sale of the materials deducting there from expenses incurred by him on such sale, (the quantum of such deduction to be mutually agreed upon in advance between the purchaser & the vendor) by means of D.D. in favor of RGPPL.





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25. Packing & Marking:

All goods shall be securely packed in cases, bundles, creates etc. for Rail/Road/Sea transport. All Exposed services / connections, protrusions shall be properly protected. All unexposed parts shall be packed with due care & the packages should bear the words handle With Care. The packing of the goods to be transported by the Rail-Road shall be as per the conditions laid down by the appropriate authorities & vendor shall obtain clean Railway / goods receipts without any qualifying remarks.

All goods packages & unpacked material shall be marked on at least two places indicating the name of the purchaser / Consignee. Purchase Order No., Gross & net weight & dimensions with indelible paint in English. In case of bundles, metallic plates marked with the above details shall be tagged with such bundles.

All goods should be dispatched as per the relevant terms of the purchase order. In case any mode of transports has to be restored to another than that mentioned in the purchase order the same shall be done only after obtaining prior approval in writing from the purchaser. All movement sectioned, loading permission etc. from the railway authorities shall be obtain by the vendor. The vendor shall communicate the relevant dispatch particulars immediately on dispatch by Telex / Telegram / Fax to the consignee as specified in the purchase order.

The vendor shall also forward original & copy of dispatch documents to the concerned authorities as required in the Purchase Order within two days from the date of dispatch failing which the vendor shall be responsible for any delay in payment of consignment for want of documents & consequent demurrage, detention charges etc.

26. Sale Conditions:

With the vendor's acceptance of provisions of this purchase order, he waives & considers as cancelled any of the general / special sales conditions.

27. Modifications:

This order constitutes an entire agreement between the parties hereto. Any modifications to this order shall become binding only upon the same being confirmed in writing duly signed by both the parties

28. Mode of Dispatch:

In case of advance payment or payment through bank, vendor shall dispatch the materials as per schedule mode of dispatch and through approved transporter indicated in the purchase order and any violation to this effect without taking prior written approval from the purchaser is not permissible.

29. Demurrage / Wharfage:

In case where documents are negotiated through Bank, any consequential charges e.g. demurrage / wharfage charges, due to late retirement of documents on account of (i) violation of the inspection clause ,(ii) material dispatched after expiry of delivery period without obtaining approval in advance for extension of delivery period (iii) dispatch of materials not as per schedule mode of dispatch / approved transporter as per P.O. (iv) late receipt of invoice or due to violation of any other clause / clauses of the purchase order will be to the vendors account. Supplier would also be responsible for all such payment due to late receipt of RR / LR and other documents.



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30.Acceptance:

The vendor shall return duplicate copy of the purchase order and the other enclosed documents duly signed as a token of acceptance, within 15 days from the date of receipt of this order.

31.In the event of any question / dispute or difference, whatsoever, arising under the contract, in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the sole Arbitration of the General Manager, RGPPL and if the G.M. is unwilling or unable to act the sole Arbitrator some other person shall be appointed by the Managing Director of the RGPPL. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940.

32. Jurisdiction:

The cou	rt of	Ratnagiri,	shall	have	exclusive	jurisdiction	to	entertain	any	try	all	matters
arising o	ut o	f this contra	act.									

Vendors Signature	
Name and Address:	

G ROPE DO COMPANY OF THE COMPANY OF



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LIST OF SCHEDULED COMMERCIAL BANKS

A.	SBI AND ASSOCIATES		SCHEDULED PRIVATE BANKS (INDIAN BANKS)				
1	STATE BANK OF INDIA	1	ING VYSYA BANK LTD				
2	STATE BANK OF BIKANER & JAIPUR	2	ICICI BANK				
3	STATE BANK OF HYDERABAD	3	HDFC BANK LTD				
4	STATE BANK OF INDORE	4	UTI BANKA LTD				
5	STATE BANK OF MYSORE	5	YES BANK				
6	STATE BANK OF PATIALA						
7	STATE BANK OF SAURASHTRA						
8	STATE BANK OF TRAVANCORE						
В.	NATIONALISED BANKS						
1	ALLAHABAD BANK	10	INDIAN OVERSEAS BANK				
2	ANDHRA BANK	11	ORIENTAL BANK OF COMMERCE				
3	BANK OF INDIA	12	PUNJAB NATIONAL BANK				
4	BANK OF MAHARASHTRA	13	PUNJAB & SIND BANK				
5	CANARA BANK	14	SYNDICATE BANK				
6	CENTRAL BANK OF INDIA	15	UNION BANK OF INDIA				
7	CORPORATION BANK	16	UNITED BANK OF INDIA				
8	DENA BANK	17	UCO BANK				
9	INDIAN BANK	18	VIJAYA BANK				
		19	BANK OF BARODA				
C.	SCHEDULED PRIVATE BANKS (FORE	IGN BA	ANKS)				
1	ABN AMRO BANK N.V.	7	SOCIETE GENERALE				
2	BANK OF TOKYO MITSUBISHI UFJ LTD.,	8	DEUTSCHE BANK A.G.				
3	CALYON BANK	9	STANDARD CHARTERED BANK				
4	BANK OF AMERICA NA	10	BANK OF NOVA SCOTIA				
5	BNP PARIBAS	11	CITI BANK				
6	BARCLAYS BANK	12	DEVELOPMENT BANK OF SINGAPORE				
13	THE HONGKONG SHANGHAI BANKING (CORPN I					
E.	OTHER PUB	LIC SE	CTOR BANKS				
1	IDBI Ltd.						
NO			DREIGN BANK SHALL BE TONALISED BANK IN INDIA.				





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FINAL CHECK LIST

Sr.	DESCRIPTION	Bidders
No.	DESCRIPTION	Confirmation
1.	Bidder's Details:	
	a) Name	
	b) Full address	
	c) Tel No.	
	d) Fax No.	
	e) Email	
	f) Name & designation of the person signing the bid	
2.	QR has been carefully examined & QR CHECKLIST filled in totality (All reference documents also enclosed)	
3.	Validity:	
	Bid: Valid minimum for Six (06) months from the date set for opening of technical bid.	
	EMD: Minimum for Six (06) months from the date set for opening of technical bid.	
4.	a) The scope has been quoted as per tender requirement.	
	b) If reply to 4(a) is 'No', All the 'Exception & Deviation' have been furnished in the format 'Deviation Statement by Bidder' along with the bid document.	
	c) There are no 'Exception & Deviation' other than those indicated as (b) above and if indicated in offer elsewhere same shall be considered 'NULL & VOID".	
5.	Currency of offer:	
	a) The currency once quoted shall not be permitted to be changed.	
	b) All the correspondences will be in English language only.	
6.	Price:	
	a) A copy of price format / BOQ (without price) but duly filled in with Quoted/Unquoted word in each cell format duly signed and stamped to be submitted with un-priced part of bid.	
	b) Confirm that the prices quoted are as per 'Price Format' given in tender document without any change and submitted with the Price Part of the BID.	
	b) Quoted prices will remain firm and fixed till complete execution of the order.	
	c) The tender document is carefully studied & understood and quoted price are	
	inclusive of all as per requirements of tender documents.	
7.	Terms and Conditions	
	a) Acceptance of 'Terms & Conditions' as Contained in Bid Document and GPC	
	to the extent applicable.	
	b) In case of reservations, confirm that clause wise comments have been	
	specified in 'Deviation Statement by Bidder' format.	
8.	Acceptance to the following:	
	a) Payment Terms.	
	b) LD clause.	





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VENDOR INFORMATION FORM

VENDOR INFORMATION FORM									
Name / Address of the Firm /Organization									
Status of the Organization	Proprietary	Partnership	Private Ltd	Public Ltd	CENTRAL GOVT/STATE GOVT DEPT/F				
TIN /PAN / Excise No.									
Name of key Personnel									
Designation									
Telephone No.									
Fax No.									
E-Mail ID									
Website									
Nature of Product/Services dealt in									
Line Business	Manufacturer	Auth De		General trader	Importer	Others			
Certification Achieved									
Annual Turn Over									
Single Largest Order Executed									
List Major Clients									
Any Other Information									

