



NIT No.: RGPPPL/C&M/PURCHASE/OT-53

Date 02.03.2020

Sub: Procurement of Power Quality & Motor Analyzer

Dear Bidders,

Please find enclosed one complete set of Tender Document for "**Procurement of Power Quality & Motor Analyzer**" in the following order, with a request to submit your Bid after necessary compliance:

Sr. No	Contents	Page No
1)	Notice Inviting Tender (NIT)	3-6
2)	Instruction to Bidders	7-12
3)	Qualifying requirement	13-14
4)	Checklist for Qualifying Requirement	15-17
5)	Technical Specifications	18-20
5)	Bill of Quantities (BOQ)	21
6)	Special Conditions of Contract	22
7)	Safety & Environmental Obligations to Supplier (Annexure-A & B)	23-26
8)	Certificate of NIL deviations	27
9)	Pro forma of Bidder's proposal	28
10)	Pro forma of Letter of Undertaking	29
11)	Certificate of acceptance of Important condition of bidding	30
12)	Pro forma of Letter of Authority for Attending Bid Opening	31
13)	Fraud Prevention Policy	32-33
14)	Form for Acceptance of Fraud Prevention Policy	34
15)	General Purchase Conditions	35-42
16)	Format F-1 Proforma of certificate from the CEO/CFO of the company	43
17)	List of scheduled commercial Banks	44-45
18)	Final Check List	46
19)	Vendor Information Form	47
20)	RTGS Format	48





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

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 shall be rejected.

- a. Firm Price
- b. Earnest Money Deposit / Bid Security
- c. Tender Fee
- d. Specifications & Scope of Work
- e. Schedule of Rates / Price Schedule & Price Basis
- f. Non-Qualification of qualifying Requirement
- g. Duration / Period of Contract
- h. Period of Validity of Bid
- i. Price Reduction Schedule/ Liquidated Damage / Penalty Clause
- j. Fraud prevention policy
- k. Contract Performance Security/ Security Deposit
- l. Guarantee / Defect Liability Period
- m. Arbitration / Resolution of Dispute/Jurisdiction of Court
- n. Force Majeure & Applicable Laws
- o. Terms of Payment
- p. Safety & Environmental obligations to contractor
- q. Fraud Prevention Policy
- r. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

Thanking you

Yours Faithfully
For & on behalf of RGPPL

Encl: As above

Gautam Kumar
Manager(C&M)
Ph:02359-241104/241012
Mail Id: gautam.kumar@site.rgppl.com

(Seal & Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
Tele fax: 02359 241012, Tel- 02359 241104, 241012 email: gautam.kumar@site.rgppl.com

Page 2 of 48





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

NOTICE INVITING TENDER

RGPPL/C&M/PURCHASE/OT-53

Domestic Competitive Bidding

"Procurement of Power Quality & Motor Analyzer"

**BID OPENING DATE
24/03/2020**

(Seal & Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
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Page 3 of 48





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

[Domestic Competitive Bidding (DCB)]	
RGPPL/C&M/PURCHASE/OT-53 Date: 02.03.2020	
Tender Reference	RGPPL/C&M/PURCHASE/OT-53
Name of Work	Procurement of Power Quality & Motor Analyzer
Bidding System	Single Stage Bidding (Two Part System)
Tender Document Fee.	<p>A complete set of Bidding Documents may be,</p> <p>a. Downloaded from the web site www.rgppl.com/www.ntpctender.com and submit the same by utilizing the downloaded document, along with the required non-refundable tender fee of Rs. 1,328/- (Rs. One Thousand Three Hundred and Twenty Eight Only) (inclusive of GST@18%).</p> <p style="text-align: center;">OR</p> <p>b. Purchased by any interested prospective bidder on the submission of a written application to the below mentioned office and upon payment of a non-refundable fee of Rs. 1,260/- (Rs One Thousand Two Hundred and Sixty Only) (inclusive of GST@12%) in the form of a Demand Draft in favor of "Ratnagiri Gas and Power Private Limited" payable at Chiplun or online transfer.</p> <p>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</p> <p><u>If tender fees amount is paid online, then Bidder must send /submit / copy of documentary evidence as proof of submission of Tender fees in the envelope of Tender Fees. If bidder fails to submit the same his/her offer may not be considered.</u></p>
Tender Opening Details:	<p><i>It must consist of four envelopes containing following: -</i></p> <p><u>ENVELOPE- I:</u> Tender Fee (if documents not purchased from RGPPL)</p> <p><u>ENVELOPE- II:</u> Earnest Money Deposit</p> <p><u>ENVELOPE- III:</u> Shall consist of Technical Bid, supporting documents against the Qualifying Requirement, copy of total tender documents duly signed & stamped on each page.</p> <p><u>ENVELOPE IV</u> Shall consist of Price Bid only</p>
	<p>Bids shall be received up to 15:00 Hours on 24/03/2020</p> <p>Technical Bids shall be Opened on 24/03/2020 at 15:30.00 Hours</p> <p>Place of opening: C & M Department, Ratnagiri Gas & Power Pvt. Ltd., AT & PO: Anjanwel, Taluka: Guhagar, Dist.: Ratnagiri, Maharashtra - 415 634</p>
	<p>Date of opening of Price Bid shall be informed separately after the technical bid evaluation to qualified Bidders.</p>

(Seal & Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.





NIT No.: RGPPL/C&M/PURCHASE/OT-53

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Earnest Money Deposit (EMD)	<p><u>Earnest Money Deposit (EMD): Rs. 20,000/-</u></p> <p>EMD should be submitted in separate sealed envelope, super scribed with tender reference, type of EMD & EMD details.</p> <p>The EMD of the Un successful Bidders shall be returned after award of PO & The EMD of the successful Bidder to whom a contract is awarded will be returned after completion of contract of one year.</p> <p>"Any bid not accompanied by the EMD shall be disqualified."</p> <p>No interest will be payable by the owner on the EMD and PBG as may be applicable.</p>
Acceptable form of EMD	<p>E-payment / Crossed Demand Draft (preferably from SBI) / (from Nationalized Indian Bank, as per list enclosed) drawn in favor 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).</p> <p style="text-align: center;">OR</p> <p>Bidder may submit EMD amount through E-payment by Credit card/ Debit / Net Banking etc. Details of account of RGPPL is as follows: - 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.</p>
Envelope & Dispatch	<p>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.</p> <p>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.</p>
Special Privileges for NSIC/MSE/SSI units	<p>NSIC/SSI/MSE units having valid registration under NSIC/SSI/MSE for the terms mentioned in Bill of Quantity shall be exempted from Tender Fees & EMD up to the monetary limit for which unit is registered with NSIC/SSI, In accordance with the provisions of PPP-2012 and Clause 08 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD.</p>
RGPPL's GST & PAN no.	<p>GST No.: 27AADCR1375F1ZG PAN No.: AADCR1375F</p>

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Ratnagiri Gas & Power Pvt. Ltd.





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For any queries, bidders may contact following personnel:

1. Shri Gautam Kumar,
Manager (C&M)
Ph. No.:02359-241104/241012
E-Mail: gautam.kumar@site.rgppl.com
2. Shri Ram Kumar
AGM(C&M)
Ph. No.:02359-241067
E-Mail: ram.kumar@site.rgppl.com
Any revision, clarification, addendum, corrigendum, time extension, etc. to the above tender will be hosted on the websites only and no separate notification shall be issued.
Bidders are requested to visit the website (www.ntpctender.com >>Joint Ventures >>Ratnagiri Gas & Power Pvt Ltd.) regularly to keep themselves updated.

(Seal & Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
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Sub: "Procurement of Power Quality & Motor Analyzer"**INSTRUCTION'S TO BIDDERS(ITB)**

Tenders will be opened 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 NIT No., bid due date, tender fee and details of earnest money deposit (EMD) should be super scribed 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 unit rate 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) 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.
- 7) 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 Gazette Officer / Magistrate 1st 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.

8) PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**(Seal & Sign of the Bidder's Authorized Representative)****Ratnagiri Gas & Power Pvt. Ltd.**Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
Tele fax: 02359 241012, Tel- 02359 241104, 241012 email: gautam.kumar@site.rgppl.com

Page 7 of 48



**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

- Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods works and services from Micro and Small Enterprises (MSEs).
 - a. Issue of tender document to MSEs free of cost.
 - b. Exemption to MSEs from payment of EMD/Bid Security.

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

- Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises or Udyog Aadhaar Memorandum.
 - If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference mentioned above admissible in the Public Procurement Policy (PPP) 2012.
 - The benefit of policy is not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.
- 9) The rates shall be quoted on FOR RGPPL Site Basis (inclusive of packing and Forwarding charges, freight by road).
- 10) Bidder Must indicate HSN/SAC code.
- 11) The price quoted shall be exclusive of GST (CGST & SGST/UTGST or IGST). The rate and nature of Tax applicable shall be shown separately. GST must be quoted in percentage.
- 12) If bidder is silent about the GST or applicable tax, offered price will be considered inclusive of applicable taxes.
- 13) **Anti-profiteering clause: As per Clause 171 of GST Act** it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) Test certificates of manufacturer / Govt. Test agencies shall be required to be submitted by the vendor wherever so stipulated.
- 18) **CLARIFICATION ON BIDDING DOCUMENTS:** A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the NIT/Tender Enquiry. The Employer will respond in writing to any request for clarification which he receives by the deadline specified in the NIT or no later than seven (07) days prior to the deadline for the submission of bid. The Employer will upload the clarification on its website i.e., www.rgppl.com / www.ntpctender.com only. Bidders can view these clarifications. Bidders are advised to

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Page 8 of 48



**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

regularly check the website regarding posting of clarification, if any. Bidders must check the clarification issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding document as a result of clarification, it shall do so and upload the amendments in the tender on the RGPPL website.

- 19) **PREPARATION OF BID PROPOSALS:** Proposals shall be complete in all respects and shall be submitted with requisite information and Annexure. It shall be free from any ambiguity. For preparation of Proposals, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Proposal.
- 20) **COST OF BIDDING:** The Bidder shall bear all costs associated with the preparation and submission of its Bid, negotiation, discussion etc. and the Owner shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 21) **LANGUAGE OF THE BID:** The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 22) The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.
- 23) **VALIDITY OF OFFER:** Bids shall remain valid for a period of **180 days** from the actual date of opening of technical bid. A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive. In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.
- 24) **PREPARATION OF BID PROPOSAL:**
1. **DOCUMENTS IN SUPPORT OF QUALIFYING REQUIREMENTS (QR):** The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements as stipulated in the Tender Document. Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made. No claims without supporting documents shall be accepted in this regard.
 2. **TECHNICAL PROPOSAL:** To establish the conformity of the Goods and related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, documentary evidence wherever applicable that the Goods and related Services conform to the requirements specified. Apart from the technical requirements as stipulated in the bidding documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and related Services, demonstrating substantial responsiveness of the Goods and related Services to those requirements.
- Bidder should submit signed and stamped copy complete tender document along with the clarification/addendum/corrigendum (if any) along with the technical proposal as an acceptance of all the terms and conditions of the tender document.

(Seal & Sign of the Bidder's Authorized Representative)**Ratnagiri Gas & Power Pvt. Ltd.**Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
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Page 9 of 48



**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

- The techno-commercial bid should not contain any price content entry. In case, the techno-commercial bid is found to contain any price content, such bid shall be liable for rejection.
3. **PRICE PROPOSAL:** Price shall be submitted in the sheet provided as part of the bid documents. The Price Bid should be submitted in the Separate sealed envelope. Bidder has to ensure that their bid submission is complete in all respect before the last date and time for bid submission.
- Bidders shall necessarily submit the prices on the PRICE SECHDULE/BOQ only.
 - For preparation of the 'Price Proposal', Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Proposal shall be made on-line in 'Bid Price Schedule' of Bidding Documents.
 - The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.
 - All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the special conditions, on FIRM price basis and to remain valid during the currency of the Contract.
 - Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.
 - In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.
- 25) Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive. Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.
- 26) **EVALUATION OF TECHNO-COMMERCIAL BIDS:** Purchaser will carry out a detailed evaluation of the Techno- Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.
- In case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.
- 27) **PRELIMINARY EXAMINATION OF PRICE BID:** The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order. In case any additional

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Page 10 of 48



**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.

- 28) **DISCREPANCIES IN BID:** In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.
- A) In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.
- B) In case of discrepancy between unit price and total price, the unit price will be considered as correct.
- C) In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.
- 29) **EVALUATION CRITERIA:** The evaluation criteria specified in Scope of work and terms and conditions shall over-ride all other similar related clauses appearing elsewhere in the bidding documents. The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.
- 30) **EVALUATION OF BIDS:** The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive. To evaluate a Bid, RGPPL shall only use all the criteria and methodologies defined in this document. To evaluate a Bid, RGPPL shall consider the following:
- The bid price as quoted as per Bill of Quantity (BOQ).
 - Price adjustment for correction of discrepancy.
 - Price adjustment due to discounts offered;
 - Price adjustment due to Price Preference due to any other condition specified in bidding document;
 - Price adjustment due to application of the evaluation criteria.
- 31) **CONTACTING THE OWNER:** No Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
- 32) **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.**
- 33) Bidders have to submit commercial term & condition along with technical offer.
- 34) Bidders are not allowed to deviate in price bid from technical offer.
- 35) 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.
- 36) 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 Information RGPPL shall load interest @ 1.04 p.m. for the applicable period while comparing their prices with those of the other bidders offering our standard payment terms.

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Dt 02.03.2020

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- 37) **RGPPL will not give any advance payment.**
- 38) 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.
- 39) For all the Purchase Orders placed, the General Purchase Condition shall be applicable.
- 40) 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.
- 41) The Bidder shall comply with all the legal requirements and obtain all necessary licenses/permissions under various applicable Laws/Acts.
- 42) Vendor has to seal and sign of Each page along with BOQ/Price Bid Page by authorized person. If any seal & sign missing in the BOQ or any tender page, BID may be rejected.
- 43) RGPPL is an ISO 14001:2015 certified company. All the waste material generated has to be handled/ disposed as per the instructions of Engineer in Charge. The contractor shall comply with all the requirements of above standards. The general environment guidelines are enclosed with this document.
- 44) 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.
- 45) 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.
- 46) Owner is not bound to enter 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.

(Seal & Sign of the Bidder's Authorized Representative)





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

QUALIFYING REQUIREMENT

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

1. The bidder should be a manufacturer of power quality analyzers.
OR
The bidder should be an authorized dealer of manufacturer of power quality analyzer.
2. The bidder should have executed any of the following within preceding seven (07) years reckoned as on the date of technical bid opening –
 - a. **One** similar order of value not less than **INR 4.98 Lacs.**
OR
 - b. **Two** similar orders of value not less than **INR 3.11 Lacs each.**
OR
 - c. **Three** similar orders of value not less than **INR 2.49 Lacs each.**

Note –

- Similar order means "**Supply of Power Quality Analyzer**"
- The word "executed" mentioned above means the bidder should have achieved the criteria specified above, even if the order has not been executed fully.

3. The average annual turnover of the bidder in the preceding three (03) financial years as on date of technical bid opening **shall not be less than INR 6.22 Lacs.**

Note –

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

4. The bidder should have valid PAN and GST registration.
5. Notwithstanding anything stated above, RGPPL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of RGPPL.

DOCUMENTS REQUIRED

- A. Sufficient documentary evidence as proof of being manufacturer in support of Para 1. In case of dealers, authorization certificate of manufacturer is also to be provided.
- B. Copies of Purchase Orders along with delivery challans & invoices in support of Para 2 above.

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NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

- C. Copies of audited Balance Sheet and Profit & Loss Account Statement confirming the turnover for preceding three financial years in support of Para 3 above. Certificate from practicing Chartered Accountant or CEO/CFO as described under notes of Para 3 shall also be provided wherever required.
- D. Copy of PAN Card and GST Registration Certificate in support of Para 4.

Bidders to submit following documents in support of above:

GST REGISTRATION NO. & PAN NO.:

Description	No.	Ref. Page No. of Document enclosed in support of QR
GST 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.
2018-2019		
2017-2018		
2016-2017		

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Ratnagiri Gas & Power Pvt. Ltd.





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

CHECKLIST FOR PRE-QUALIFYING REQUIREMENTS: (MUST BE FILLED IN)

Sr. No.	Description of item	To be filled/submitted by the bidder with following documents with page no.
1	Earnest Money Deposit (EMD): Rs. 20,000/-	
2	The bidder should be a manufacturer of power quality analyzers. OR The bidder should be an authorized dealer of manufacturer of power quality analyzer.	Sufficient documentary evidence as proof of being manufacturer. In case of dealers, authorization certificate of manufacturer is also to be provided.
3	The bidder should have executed any of the following within preceding seven (07) years reckoned as on the date of technical bid opening – a. One similar order of value not less than INR 4.98 Lacs. OR b. Two similar orders of value not less than INR 3.11 Lacs each. OR c. Three similar orders of value not less than INR 2.49 Lacs each. <u>Note –</u> • Similar order means "Supply of Power Quality Analyzer"	Copy of PO Ref no. .***** Dtd *** From M/s *****. Delivery challan Detail **** & invoice detail *****
4	The average annual turnover of the bidder in the preceding three (03) financial years as on date of technical bid opening shall not be less than INR 6.22 Lacs. <u>Note –</u> • Other income shall not be considered while computing annual turnover. • In cases where audited results for the last financial year are not available as on the date of technical bid opening, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. • In case, the bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on the date of technical bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.	Copies of audited Balance Sheet and Profit & Loss Account Statement confirming the turnover for preceding three financial years. Certificate from practicing Chartered Accountant or CEO/CFO as described under notes of Para 3 shall also be provided wherever required.

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NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

5	Tender Document Sign & Stamped Submission (Print to be on both side paper)	
6	Bidder Proposal (On company's letter head)	
7	Performa for Letter of Undertaking (On non-judicial paper of requisite value)	
8	Certificate of acceptance of important condition of bidding (On company's letter head)	
9	Fraud Prevention Policy	
10	General Purchase Conditions	
11	Deviations	

(Seal & Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
Tele fax: 02359 241012, Tel- 02359 241104, 241012 email: gautam.kumar@site.rgppl.com





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

To,

AGM(C&M)
Ratnagiri Gas & power Pvt Ltd.
Anjanwel Guhagar, Ratnagiri
MH-415634

Dear Sirs,

To satisfy the qualifying requirements specified, we furnish following details in respect of Orders given at page no****:

Particulars	Order- 1	Order - 2	Order - 3
1. a. PO No., Value , Date & Other detail.			
b. Delivery Challan			
c. Invoice copy			
2. Client name and its address, fax no. & telephone no. (e-mail address)			
3.Name & Designation of the responsible person in client's organization (e-mail address)			

Note:

1. Continuation sheets of like size and format may be used as per the Bidder's requirement and shall be annexed to this Schedule.
2. Bidder is required to attach necessary documents like copies of purchase order/work order, Delivery challan, Invoice copy completion certificates, agreements etc. in support of above.

Signature of BIDDER

Name

Designation

Company Seal

(Seal & Sign of the Bidder's Authorized Representative)





NIT No.: RGPPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

TECHNICAL SPECIFICATIONS

ITEM CODE: 9400024384

ITEM DESCRIPTION: POWER QUALITY ANALYZER & MOTOR ANALYZER

TECHNICAL SPECIFICATION:

1 The offered equipment should have following features:

- a) Measure three phase & single phase balanced & unbalanced power in various motors drives, feeders of low and high voltages.
- b) The equipment should be able to monitor and record power quality.
- c) The equipment should be able to work on principle of single, two & three-wattmeter method as desired by user.
- d) The equipment should be able to read from direct ac inputs as well as inputs through CT/PT for low current/low voltage measurements.
- e) The equipment should be easily portable and should be supplied along with suitable carrying bag.
- f) Sampling rate should be minimum 256 samples/ cycles or better for RMS voltage and current, Sampling rate for transient should be 200kHz or more
- g) Should have feature for inrush studies for motor feeders
- h) Instrument should comply with IEC 61000-4-30(Class-A).

2 Functionality: - The measurement should be done numerically after the digitization of all inputs. The inputs should be converted in digital form from suitable A/D converter. The measurement should be independent for all inputs and on True RMS basis.

3 Measurements: -

- a. AC Voltage TRMS
- b. AC Current TRMS (as per sensor)
- c. Active Power
- d. Reactive power
- e. Apparent power
- f. Frequency
- g. Active Energy
- h. Reactive energy
- i. Apparent energy
- j. Phase angle
- k. Power factor
- l. Harmonic analysis for voltage, current and power up to 50th component.
- m. Inter harmonic (voltage/ current)
- n. Dips and swells
- o. Flicker (Plt, Pst)
- p. Total Harmonic Distortion (THD)

4 Additional Functions: -

- a. Graphical Data Processing.
- b. Colored Waveform Display on screen. Simultaneously for all 3PHs
- c. Vector display of currents and voltages.
- d. Trending function.
- e. Recording & event capturing of dips, sags and swells in basic quantities.
- f. Facility for storage in memory.
- g. Date Time stamping
- h. Screen capturing and storage.

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NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

- i. Scope function for 3 voltages and currents in various combinations.
- j. USB and LAN port for Communication with PC.

5 Basic Accuracy: - The offered instrument should have voltage accuracy of +/-0.1 % or better, current accuracy of +/- 0.5% or better and power accuracy of +/-0.5% or better (excluding clamp accuracy).

6 Programming: - Programming for CT /PT ratio. The on-screen display of waveforms should be user programmable. The measuring and monitoring data should be user selectable.

7 Measuring Aids or Accessories- Following measuring aids should be supplied along with instrument: -

- a. Suitable current probe set (set of four) for low current measurement upto 5Amp of power measurement quality with very low phase shift error (JAW opening min 12mm).
- b. Suitable current probe set (set of four) of flexible current probes for current measurement of 5000 amp or more.
- c. Suitable current probe set (set of four) of clamp on current probes for current measurement upto 500 amp (JAW opening min 40mm).
- d. Suitable 2 sets of Voltage clips (set of four).
- e. Mains supply cable.
- f. USB/LAN cable for downloading data.
- g. Rechargeable Battery set with charger.
- h. Analysis software in CD (windows 10 or more compatible).

8. Display: - Should have colored display with 320X240 pix or more. The display should be able to show all oscillography functions. Wave forms in different modes.

9 Inputs: - 4 Analog Voltage measurement inputs for AC measurement suitable minimum 600V measurement. The input should be suitable for measurement of 110 V ac measurements for medium voltage system. PT ratio should be programmable. 4 Analog Current measurement inputs by probes suitable for measurements.

10 Manuals: - All operating and maintenance manuals, Circuit diagram details should be supplied along with instrument.

11 Safety Standards: - Equipment along with probes should conform to EN61010/equivalent. The equipment should be immune to EMC. Confirm to CAT-IV safety standard.

12 Aux Power: - The instrument should be powered from 230 V+/- 10% ac aux power and battery powered. The battery should be rechargeable type for site use with suitable charger.

13 Calibration: - The equipment will be accepted only if accompanied with calibration certificate of manufacturer/NABL accredited Lab.

14 Operating condition: - Temperature 0 to + 50 DegC. Relative Humidity 20-80%.

15 Protection: - The equipment should be well protected from mechanical damages by providing rubber holster or mounting in hard case. It should be supplied with suitable carrying shock proof hard case for main equipment and accessories.

16 Memory: - Memory should be minimum 4 GB for data storage

17 Interface: - USB or LAN

18 Event logging functions: - Transient Overvoltage, Swell, Dip, Interruption, Inrush Current, Frequency, Voltage & Current waveform peak! RMS, Active Power, Apparent Power, Reactive

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NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

Power, Power Factor, Voltage negative- Phase Unbalance factor, Voltage Zero- Phase unbalance factor, Current negative- Phase unbalance factor, Current Zero- Phase Unbalance factor, Harmonic Voltage, Harmonic Current, harmonic Power, Total Harmonic distortion factor.

19 Product Warranty: Min 3 years on main instrument and 1 year on accessories.

20 Free demo and training at site.

Offered product Detail (Must Be Filled by Vendor)

Make:	
Model:	

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Ratnagiri Gas & Power Pvt. Ltd.

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NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

BILL OF QUANTITIES (BOQ):

Sr. No	ITEM Code	Description	HSN Code	UOM	Qty.	Unit Rate (Rs.)	Amount (in Rs)
						In Figure & In Words	
A	B	C	D	E	F	G	H=F*G
1	9400024384	Power Quality Analyzer & Motor Analyzer		No.	1		
						Sub-Total (Rs.)	
Additional Charges / Commercial Factors						Rate (%)	Amount (Rs.)
Trade Discount							
Packing & Forwarding							
Freight Charges (Up to RGPPL Site)						Must be inclusive in unit rate	
Insurance Charges (Up to RGPPL Site)							
CGST							
SGST/UTGST							
IGST							
Total							
Total (In words) Rs.....							

Order to be Place on the Name:
Bid Validity: 180 days from the date of technical bid opening.
Payment Terms: 100% within 30 days of receipt, acceptance of material and PBG.
Delivery Period: Delivery Period is maximum Two months (60 days) from date of PO.
UNIT: No.-Number
<u>Evaluation Procedure:</u>
The techno commercial acceptable bids shall be evaluated as per RGPPL'S procedure on Item wise L1 (Lowest bidder) Basis.

NOTE:

1. HSN Code Must be provided by vendor.

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Ratnagiri Gas & Power Pvt. Ltd.





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. PERFORMANCE BANK GUARANTEE (PBG):

Successful bidder shall submit Performance Bank Guarantee equivalent to 10% of order value with validity = [Warranty period (36 months) +3 months].

EMD submitted earlier of amount Rs. 20,000.00 shall be released after receipt & acceptance of PBG.

PBG shall be released on the completion of standard warranty period. Warranty period will be from the date of acceptance of material at site.

2. DELIVERY PERIOD: Delivery Period is maximum Two months (60 days) from date of PO.

3. GUARANTEE / WARRANTY: Minimum 3 years on main instrument and 1 year on accessories.

4. Inspection Shall be done at RGPPL STORE.

5. 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.

6. ENVIRONMENTAL & SAFETY OBLIGATIONS: Contractor shall follow and fully comply with RGPPL's General Environmental Guidelines. Also, the contractor shall follow and fully comply with RGPPL' General Safety Norms in addition to the specific instructions given by RGPPL's safety-in-Charge.

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**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"****(ANNEXURE A)****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.

(Seal & Sign of the Bidder's Authorized Representative)**Ratnagiri Gas & Power Pvt. Ltd.**Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
Tele fax: 02359 241012, Tel- 02359 241104, 241012 email: gautam.kumar@site.rgppl.com

Page 23 of 48



**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

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
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 employee's 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. 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.
22. 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.
23. 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 thereof 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.

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Page 24 of 48





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

- 24. 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.
- 25. 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	

- 26. 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.
- 27. 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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Ratnagiri Gas & Power Pvt. Ltd.



**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"****(ANNEXURE – B)****GENERAL ENVIRONMENTAL OBLIGATIONS TO SUPPLIER**

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

(Seal & Sign of the Bidder's Authorized Representative)**Ratnagiri Gas & Power Pvt. Ltd.**Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
Tele fax: 02359 241012, Tel- 02359 241104, 241012 email: gautam.kumar@site.rgppl.com

Page 26 of 48





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

CERTIFICATE OF NIL DEVIATIONS

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

Ref.:.....

Dated:

Subject work:

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

Dear Sir,

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

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

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

Signature along with Seal of Company

.....

Name

Designation.....

Name of Co

(Seal & Sign of the Bidder's Authorized Representative)





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

BIDDER'S PROPOSAL

(On Company's Letter Head)

Date:

BIDDER 's Proposal Ref.:

BIDDER's Name and Address

Phone No. _____

Mobile No. _____

Fax _____

To,

Manager (C&M)

Ratnagiri Gas & Power Pvt. Ltd.,

Ratnagiri Gas & Power Project,

At: Anjanwel, Tal. Guhagar,

Dist.: Ratnagiri – 415634.

Dear Sir,

Sub: "Procurement of Power Quality & Motor Analyzer"

Due for opening on **24.03.2020 at 15:30.00 Hours** against your Tender No. **RGPPL/C&M/PURCHASE/OT-53** dated **02.03.2020**

We the undersigned Bidder have read and examined in detail the tender documents for the subject work to be carried out against your above referred tender enquiry do hereby submit this proposal. We declare that the purchase order if awarded to us shall be strictly executed in accordance with your tender documents. We declare that we have agreed to the 'Certificate of Nil deviations' attached in the tender documents. We also confirm that our offer shall remain valid for a period of 180 days from the date of opening of the tender.

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

Thanking you,

Yours faithfully,

(SIGNATURE OF THE BIDDER)

Name

Designation

Company Seal

(Seal & Sign of the Bidder's Authorized Representative)





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

PROFORMA OF LETTER OF UNDERTAKINGS

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

Ref.:.....

Dated:

To
Ratnagiri Gas and Power Pvt. Ltd.,
At/ PO: Anjanwel,
Tal. Guhagar, Dist. Ratnagiri-415703,
Maharashtra, India
Phone: 02359 – 241104, Fax: 02359 – 241012

Dear Sirs,

1. I*/We* have read, examined & understood the complete bid documents relating to the work of "**Procurement of Power Quality & Motor Analyzer**"
2. I*/We* hereby submit our Bid and undertake to keep our Bid valid for a period of six (06)months/180 days from the date of opening of bid i.e. upto I*/We*.....hereby further undertake that during the said period I*/We* shall not vary/alter or revoke my*/our* Bid.
3. This undertaking is in consideration of RGPPL agreeing to open my/our Bid and consider and evaluate the same for the purposes of Placement of order. Should this Bid be accepted, I*/We* also agree to abide by and fulfill all the terms, conditions and provisions of the above mentioned bid documents.

Signature along with Seal of Company

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

Name.....

Designation

Name of Co

Witness
Signature.....
Date.....
Name & Address
Telephone.No.....
Fax. No.....

(in block letters)
Date & Postal Address
.....
.....

(Seal & Sign of the Bidder's Authorized Representative)





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

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-53** dated **02.03.2020** for the supply/work of "**Procurement of Power Quality & Motor Analyzer**". I/we hereby confirm that I/we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of the clauses is acceptable to me/us, and we have not taken any deviation to these clauses:

- a) Bid Guarantee (EMD).
- b) Performance Bank Gurantee.
- 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 whichever is not applicable.

(Seal & Sign of the Bidder's Authorized Representative)





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

PROFORMA of Letter of Authority for Attending the Bid Opening

(To be submitted on BIDDER 's Letter Head)

Ref. No.:

Date:

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

Atten:

Dear Sirs,

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

S.NO	NAME	DESIGNATION	SIGNATURE
1.			
2.			

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

Yours Faithfully,

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

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

(Seal & Sign of the Bidder's Authorized Representative)





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

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 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

(Seal & Sign of the Bidder's Authorized Representative)



**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

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.

(Seal & Sign of the Bidder's Authorized Representative)



NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Name of Contract: "Procurement of Power Quality & Motor Analyzer" as per RGPPL technical specifications"

To,

RATNAGIRI GAS AND POWER PRIVATE LIMITED,
At & Post: Anjanwel,
Tal.: Guhagar,
Dist.: Ratnagiri,
Maharshtra, India – PIN 415 634
Phone: 02359 – 241104, 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).....

(Seal & Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

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:

- i. "Goods and Services Tax" or "GST" means taxes or cess levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, Goods and Services Tax (Compensation to States) Act and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws), which shall be fully complied with by the Bidder.
- ii. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule.
- iii. For the purpose of Evaluation, GST quoted in the Bid shall only be considered.
- iv. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date of Bid Submission.
- v. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices.
- vi. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable.
- vii. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Employer shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract.

(Seal & Sign of the Bidder's Authorized Representative)

Ratnagiri Gas & Power Pvt. Ltd.

Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
Tele fax: 02359 241012, Tel- 02359 241104, 241012 email: gautam.kumar@site.rgppl.com

Page 35 of 48



**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

- viii. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law.
- ix. In case of all materials identified by the Supplier and Employer to be dispatched directly from the sub-vendor's work to Employer's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, billed to the Supplier and shipped to the Employer's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Employer during transit of the materials before the delivery of materials is taken by Employer.
- x. For items not covered under GST, the Bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule while giving the breakup of prices.
- xi. Notwithstanding anything to contrary contained in the Purchase Order/Contract, the Supplier's right to payment under the Order/Contract is subject to issuance of valid tax invoice/bill of supply as the case may be, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.
- xii. Employer shall deduct GST at source at the applicable rates in case transactions under the Order/Contract are liable to GST deduction at source.
- xiii. Unless expressly stated otherwise, a common mechanism for reconciliation of input credit mismatch, to be followed by both RGPPL and Supplier, shall be mutually agreed so that both parties follow the same procedure for disclosing the transactions in their respective returns. Notwithstanding anything in the Order/Contract, penalty / damages shall be recovered in case the Supplier makes a default in following the agreed procedure.
- xiv. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
- xv. The Supplier shall issue tax invoices/bill of supply as applicable, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Supplier shall be liable to pay the amount which may be imposed on RGPPL due to such default.
- xvi. Supplier should comply with the provisions of e-way bill notified by appropriate authorities from time to time. The existing provisions regarding road permit will continue till such time if applicable.
- xvii. The Employer shall make necessary tax deductions under Income Tax Act or any other laws, if applicable.
- xviii. Provisions of GST law in respect of Related Persons/Parties may appropriately be taken into consideration by Bidders while submitting the bid.
- xix. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Oder/Contract, which was or will be assessed on the Supplier in connection with performance of the Oder/Contract, an equitable adjustment shall be made to take into account any such change.

(Seal & Sign of the Bidder's Authorized Representative)**Ratnagiri Gas & Power Pvt. Ltd.**Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
Tele fax: 02359 241012, Tel- 02359 241104, 241012 email: gautam.kumar@site.rgppl.com

Page 36 of 48



**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

xx. The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as above would be restricted only to direct transactions between the Employer and the Bidder.

6. Road permit: Supplier shall comply with the provisions of e-way bill notified by appropriate authorities from time to time. The Supplier shall be responsible for issuance of e-way bill and other compliances relating to e-way bill as per GST Law.

7. 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.

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 vendor's accounts unless agreed to the contrary & specified in the Purchase Order.

8. 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.

9. 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.

10. 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

(Seal & Sign of the Bidder's Authorized Representative)**Ratnagiri Gas & Power Pvt. Ltd.**Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
Tele fax: 02359 241012, Tel- 02359 241104, 241012 email: gautam.kumar@site.rgppl.com

Page 37 of 48



**NIT No.: RGPPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"****11. Payment at reduced rates:**

If the goods supplied are not according to specifications stipulated in the order, RGPPPL may retain the goods at its discretion after negotiations and agreement with the supplier and pay at reduced rates to be fixed by RGPPPL.

12. 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.

13. 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.

14. Liquidated Damages for Delay in Delivery:

- 14.1 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.
- 14.2 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.
- 14.3 Alternatively, the purchaser may cancel the Order completely or partly without Prejudice to his right under the alternative mentioned above.
- 14.4 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 vendor's failure to comply with the schedule delivery irrespective of the fact whether the materials/equipments are similar or not.

15. 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 effecting the contractual delivery schedule.

16. 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 infringed & 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.

17. 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

(Seal & Sign of the Bidder's Authorized Representative)

**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

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 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.

18.Termination/Cancellation

The Employer may terminate the Order/Contract, by not less than thirty (30) days' written notice of termination to the Supplier, to be given after the occurrence of any of the events specified in paragraphs(a) to (d) of this Clause and sixty (60) days' in the case of the event referred to in (e) below:

- a) if the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- b) if the Supplier becomes insolvent or bankrupt;
- c) if as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Supplier, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing or in executing the Contract.
- e) For the purpose of this clause:
- f) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- g) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer.
- h) if the Employer, at its sole discretion, decides to terminate this Contract.

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

19.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.

20.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.

(Seal & Sign of the Bidder's Authorized Representative)**Ratnagiri Gas & Power Pvt. Ltd.**Site Office: At & Post: Anjanwel, Tal: Guhagar, Dist.: Ratnagiri -415634, Maharashtra, India.
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Page 39 of 48



**NIT No.: RGPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

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.

21. 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 relieve 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.

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 have 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.

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Page 40 of 48



**NIT No.: RGPPPL/C&M/PURCHASE/OT-53****Dt 02.03.2020****Sub: "Procurement of Power Quality & Motor Analyzer"**

- b) Wherever possible such free issue Materials shall be consigned to the Vendors sidings. In case vendor does not have any siding or for any nay reasons materials cannot 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 give 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 RGPPPL.

25. Packing & Marking:

All goods shall be securely packed in cases, bundles, crates 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

(Seal & Sign of the Bidder's Authorized Representative)



NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

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.

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. Arbitration:

All questions, disputes or differences of any kind of whatsoever arising out of or relating to the purchase order / contract shall be referred by the parties to this contract for decision to a sole arbitrator who shall be the Managing Director of RGPPL or any officer of RGPPL nominated by the said Managing Director in that behalf. In the event of such an arbitrator to whom the matter is originally, referred, is transferred or vacates his office by resignation or otherwise or refuses to act or is incapable of acting for any reason whatsoever, the Managing Director shall appoint another person to act as an Arbitrator in his place in accordance with the terms of this contract. Such person shall be entitled to proceed from the stage at which it was left by his predecessor. There shall be no objection to any such appointment that the arbitrator appointed is an officer of the company or that he had to deal with the matter to which this contract relates or that in the course of his duty as such officer he had expressed views on all or any of the matters in disputes or difference. No person other than Managing Director or his nominee can act as an arbitrator. The venue of Arbitration shall be RGPPL only. The award of the arbitrator shall be final and binding on the parties to this agreement. Subject to the above, the provisions of Arbitration & Conciliation Act, 1996 and all the rules there under and such other similar enactments for the time being in force and all the statutory modifications thereof shall govern such arbitration proceedings.

32. Jurisdiction:

The court of Ratnagiri, shall have exclusive jurisdiction to entertain any try all matters arising out of this contract.

**Vendors Signature
Name and Address:**

(Seal & Sign of the Bidder's Authorized Representative)





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

Format (F-1)

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY

(To be submitted by bidder along with the bid)

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

Yours faithfully,
(Signature)

Date:
Place:

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

*Strike off whichever is not applicable

(Seal & Sign of the Bidder's Authorized Representative)





NIT No.: RGPPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

LIST OF SCHEDULED COMMERCIAL BANKS

A.	STATE BANK OF INDIA		
B.	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 (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 VYSYA 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 BANK LIMITED
11	RBL BANK LIMITED	22	BANDHAN BANK LIMITED
D.	SCHEDULED PRIVATE BANKS (FOREIGN BANKS)		
1	ABU DHABI COMMERCIAL BANK PJSC	23	MIZUHO BANK LTD
2	BANK OF AMERICA NA	24	KRUNG THAI BANK PUBLIC COMPANY LTD.
3	BANK OF BAHRAIN & KUWAIT B.S.C.	25	THE BANK OF TOKYO-MITSUBISHI UFJ LIMITED.
4	MASHREQ BANK P.S.C.	26	AUSTRALIA & NEWZEALAND BANKING GROUP LIMITED
5	BANK OF NOVA SCOTIA	27	SUMITOMO MITSUI BANKING CORPORATION
6	CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK	28	AMERICAN EXPRESS BANKING CORPORATION
7	BNP PARIBAS	29	COMMONWEALTH BANK OF AUSTRALIA
8	BARCLAYS BANK	30	CREDIT SUISSE A.G.
9	CITI BANK N.A.	31	FIRSTSTRAND BANK LTD.
10	DEUTSCHE BANK A.G.	32	INDUSTRIAL & COMMERCIAL BANK OF CHINA LTD.
11	THE HONGKONG SHANGHAI BANKING CORPORATION LTD	33	JSC VTB BANK
12	SOCIETE GENERALE	34	NATIONAL AUSTRALIA BANK

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Page 44 of 48





NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

13	SONALI BANK LTD.	35	COOPERATIEVE RABOBANK U.A.
14	STANDARD CHARTERED BANK	36	SBERBANK
15	J.P. MORGAN CHASE BANK, NATIONAL ASSOCIATION	37	UNITED OVERSEAS BANK LTD.
16	STATE BANK OF MAURITIUS LTD.	38	WESTPAC BANKING CORPORATION
17	DBS BANK LTD.	39	WOORI BANK
18	BANK OF CEYLON	40	THE ROYAL BANK OF SCOTLAND PLC
19	PT BANK MAYBANK INDONESIA TBK	41	DOHA BANK QSC
20	A B BANK	42	INDUSTRIAL BANK OF KOREA
21	SHINHAN BANK	43	KEB HANA BANK
22	CTBC BANK CO. LTD.	44	NATIONAL BANK OF ABU DHABI PJSC
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/PURCHASE/OT-53

Dt 02.03.2020

Sub: "Procurement of Power Quality & Motor Analyzer"

FINAL CHECK LIST

Sr. No.	DESCRIPTION	Bidders Confirmation
1.	Bidder's Details:	
	a) Name	
	b) Full address	
	c) Tel No.	
	d) Fax No.	
	e) Email	
	f) Name & designation of the person signing the bid	
2.	QR has been carefully examined & QR CHECKLIST filled in totality (All reference documents also enclosed)	
3.	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.	The scope has been quoted as per tender requirement.	
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	
	Acceptance of 'Terms & Conditions' as Contained in Bid Document and GPC to the extent applicable.	
8.	Acceptance to the following:	
	a) Payment Terms.	
	b) LD clause.	

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NIT No.: RGPPL/C&M/PURCHASE/OT-53

Dt 02.03.2020

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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/PS	Others
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 Dealer	General trader	Importer	Others	
Certification Achieved						
Annual Turn Over						
Single Largest Order Executed						
List Major Clients						
Any Other Information						

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Dt 02.03.2020

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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:

N.B :1)RTGS facilities Centre:
2)RTGS chargers if any, is to be borne by the party.

(Signature of the Authorized Official from the Banks)
Authentication no & bank seal/stamp

(Seal & Sign of the Bidder's Authorized Representative)

