



HARYANA POWER GENERATION CORPORATION LIMITED

Regd. Office – C-7, Urja Bhawan, Sector-6, Panchkula

Corporate Identity Number: U45207HR1997SGC033517

Website: www.hpgcl.org.in E-mail- ceplg@hpgcl.org.in

CORRIGENDUM-5

Dated: 19.12.2023

1. In reference to Bidding Document no. 32/CE/PLG/DCRTPP/FGD-251 (Tender ID: 2023_HBC_308422_1) for Wet Limestone based FGD System Package in respect of DCRTPP, Yamunanagar (2x300MW), the due dates and time are hereby extended as under:

Last date of Downloading of Bid Documents, Bid Preparation & submission.	16.01.2024 Upto 13:00 Hrs (IST)
Tentative date of opening of Part-I (Techno-Commercial bid).	18.01.2024 at 15:00 Hrs (IST)

2. Further, Bidders may refer amendment regarding bidding documents attached as **Annexure-A** (Revised Bid Forms for Techno-commercial bid and price bid).

All other terms and conditions of the bidding documents shall remain the same.

Superintending Engineer/Planning,
For Chief Engineer/Planning,
HPGCL, Panchkula.

FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
FOR DCRTPP, YAMUNANAGAR (2X300MW)

ANNEXURE-A
(Revised Bid Forms for Techno-commercial bid
and price bid)

BID FORM
(TECHNO-COMMERCIAL BID)

(BIDDER MAY TAKE NOTE OF THE FOLLOWING POINTS WHILE SUBMITTING ITS BID)

BIDDERS ARE REQUIRED TO FURNISH REQUISITE DETAILS IN THE FORMATS SPECIFIED IN THE BIDDING DOCUMENTS FOR MEETING THE STIPULATED QUALIFYING REQUIREMENTS (QR) ALONG WITH ALL SUPPORTING DOCUMENTS LIKE COPIES OF CLIENT'S CERTIFICATES, WORK ORDERS AND CONTRACT AGREEMENTS ETC. IF ANY OF THE REFERENCE WORKS FURNISHED BY BIDDER PERTAINS TO THE CONTRACT (S)/WORKS EXECUTED BY BIDDER FOR HPGCL IN THE PAST THEN IN RESPECT OF SUCH CONTRACT (S)/WORKS, BIDDER IS NOT REQUIRED TO ENCLOSE CLIENT'S CERTIFICATE(S) ALONG WITH ITS BID

POWER OF ATTORNEY DULY NOTARIZED BY A NOTARY PUBLIC INDICATING THAT THE PERSON(S) SIGNING THE BID HAS/HAVE THE AUTHORITY TO SIGN THE BID AND THE BID IS BINDING UPON THE BIDDER DURING THE FULL PERIOD OF ITS VALIDITY BACKED BY A COPY OF BOARD RESOLUTION/OTHER RELEVANT DOCUMENTS TO DEMONSTRATE THE AUTHORITY OF THE PERSON ISSUING THE POWER OF ATTORNEY- TO BE FURNISHED ALONG WITH THE BID.

POWER OF ATTORNEY TO THE AUTHORISED SIGNATORY OF THE BIDDER FOR SIGNING OF BID AND JDU/JV AGREEMENT ETC., WHEREVER APPLICABLE, TO BE SUBMITTED ALONG WITH BID AND SHOULD BE DATED NOT LATER THAN THE DATE OF SIGNING THE BID.

BIDDER TO ENSURE THAT BID SECURITY/INTEGRITY PACT/DJU/NO DEVIATION CERTIFICATE TO BE SUBMITTED IN ORIGINAL STRICTLY AS PER SPECIFIED FORMATS DULY SIGNED IN ORIGINAL BY AUTHORIZED SIGNATORY AND STAMPED ON EACH PAGE. SCANNED /PHOTOCOPY OF THESE DOCUMENTS WITHOUT SIGNATURE IN ORIGINAL SHALL NOT BE ACCEPTABLE AND SHALL BE SUMMARILY REJECTED.

DATE OF PURCHASE OF STAMP PAPER OF INSTRUMENTS LIKE BID SECURITY, JOINT DEED OF UNDERTAKING-ETC SHOULD BE ON OR BEFORE THE DATE OF EXECUTION OF SUCH INSTRUMENTS.

BID FORM (TECHNO-COMMERCIAL BID)

Bidder Proposal Ref. No.:

Date:

IFB No.:

Name of Package: Flue Gas Desulphurisation (FGD) System Package for DCRTPP Yamuna Nagar (2X300 MW), Bidding Documents No. **32/CE/PLG/DCRTPP/FGD-251.**

Bidding Document No.:

To
Chief Engineer / Planning,
Haryana Power Generation Corporation
Limited C-4, Shakti Bhawan, Sector-6
Panchkula- 134109

Gentlemen and/or Ladies,

1.0 Having examined the Bidding Documents No. 32/CE/PLG/DCRTPP/FGD-251, including subsequent amendments and clarifications....., if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, install and commission (including carrying out Performance Guarantee Test) the facilities under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal:

2.0 Attachments to the Bid Form (Techno-Commercial Bid):

In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form (Techno-Commercial) Bid:

- (a) Attachment 1 : Bid security for Rs. _____ in the form of Bank guarantee No. _____ has been furnished in a separate sealed envelope.
- (b) Attachment 2 : A power of attorney duly notarised by a Notary Public indicating that the person(s) signing the bid has/have the authority to sign the bid and thus that the bid (Techno-Commercial Bid and Price Bid) is binding upon us during the full period of its validity in accordance with the ITB Clause No.13.

*Attachment 2A : Compliance to the Qualification requirement.

- (c) Attachment 3 : The documentary evidence establishing in terms of Section ITB 8.1.2 (a) and Item No. 3.0 of Bid Data Sheets that we are qualified to perform the Contract if our bid is accepted. The qualification data has been furnished as per your format enclosed with the bidding documents.

@ The required Undertaking signed by us and our Collaborator(s)/Associate(s)/QFGDM for complying the provisions of Deed(s) of Joint Undertaking (DJU as applicable) have also been furnished as per your format in physical form in separate sealed envelope.

The required Deed(s) of Joint Undertaking signed by us and our collaborator(s)/Associate(s)/QFGDM will be submitted, if we emerge as the successful Bidder (eligible for negotiation as per clause 25.6, Section-II, ITB), as per your format, at the earliest but not later than fifteen (15) days from the date of opening of the price bid, failing which the Bid may be liable for rejection and Bid Security may be forfeited by the Employer.

@@ The required Joint Venture/Consortium Agreement signed by all the partners of JV/Consortium have also been furnished as per your format in physical form in separate sealed envelope. ---as applicable---

- (d) Attachment 4 : The documentary evidence establishing in accordance with ITB Clause 2 that the facilities offered by us are eligible facilities and conform to the Bidding Documents, has been furnished as Attachment 4.
- (e) Attachment 4A : A list of Special Tools & Tackles to be furnished by us, the cost of which shall be included in our Price Bid, is enclosed as per your format as Attachment-4A.
- (f) Attachment 5 : The details of all major items of services or supply which we propose subletting giving details of the name and nationality of the proposed sub- contractors/sub-vendors for each item.
- (g) Attachment 6 : The details of Alternative Bid made by us indicating the complete Technical Specifications. ---NotApplicable---
- (h) Attachment 7 : List of Construction and Erection Tools & Equipments and Safety Equipments & Safety Personal Protective Equipments which we propose to bring to site in case the Contract is awarded to us.
- (i) Attachment 8 : Guaranteed Declaration enclosed as Part of Technical Specification of the bidding documents.
- (j) Attachment 9 : Details as per your format, of bought out items (without value) to be directly despatched by our sub-vendor*/ and our assignee's sub-vendor* (applicable for foreign bidder) to your site.
* Strike out if not applicable.
- (k) Attachment 10 : Quality Assurance Programme containing the overall quality management & procedures which we propose to follow during various phases of execution of the Contract.
- (l) Attachment 11 : Additional Information provided by us.
- (m) Attachment 12 : Technical Data Sheets duly filled in as per your format given in separately bound book entitled "Technical Data Sheets" enclosed as Part of Technical Specification of the bidding documents.
- (n) Attachment 13 : Price Adjustment Data filled in by us. - NOT APPLICABLE- Contract shall be on firm price basis.
- (o) Attachment 14 : Milestone schedule along with master network showing the timing and sequence of all key activities necessary for successful completion of the contracts and giving the important milestone for each.
- (p) Attachment 15 : Details of Equipment including Type Test & Mandatory Spares to be imported from Associate/Collaborator by the manufacturer or the bidder.
- (q) Attachment 16 : Authorization Form for release of payments through Electronic Fund Transfer system duly filled in as per your format enclosed in Bidding Documents.
- (r) Attachment 17 : Form of Declaration on Fraud Prevention Policy duly filled in as per Employer format.
- (s) Attachment 18: Declaration on Policy for withholding and Banning of Business Dealings duly filled in as per Employer's format.
- (t) Attachment 19 : The required Integrity Pact duly signed has been furnished as per your format in physical form in separate sealed envelope. - NOT APPLICABLE-

- (u) Attachment 20: Information regarding Safety Management
- (v) Attachment 21: No Deviation Certificate.
- (w) Attachment 22 : Confirmation Regarding Ongoing Collaboration and Licensing Agreement (if applicable)
- (x) Attachment 23: Non Blacklisting Certificate

We hereby confirm that we have not been blacklisted by any organisation presently as per the attachment has to be submitted. (Ref Cl. 38 of ITB).
- (y) Attachment 24: Certificate regarding price of Mandatory spares:
- (z) Attachment- 25: Certificate regarding restrictions on procurement as per Addendum-1, Annexure-A of IFB.

A certificate to the effect that the cost of mandatory spares quoted by the bidder is not more than five percent (5%) of the supply portion of the total quoted prices in the schedule 1&2 excluding the cost of mandatory spares & type test charges.

3.0 CONSTRUCTION OF THE CONTRACT

3.1 @ We (applicable to foreign bidders) declare that we have studied GCC Clause 3.6 relating to mode of contracting and we are making this proposal with a stipulation that you shall award us three separate Contracts viz 'First Contract' for CIF (Indian port-of-entry) supply of Plant and Equipment including Type Test Charges and Mandatory Spares to be supplied from abroad, 'Second Contract' for Ex-works (India) supply of domestically manufactured Plant and Equipment including Type Test Charges and Mandatory Spares and 'Third Contract' for providing all services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, Civil and Allied works (if any), insurance covers other than inland transit insurance, testing, commissioning and conducting Performance Guarantee Tests in respect of all the equipments supplied under the First Contract & the Second Contract and all other services as specified in the Contract Documents.

We declare that the award of three contracts will not, in any way, dilute our responsibility for successful operation of Plant and Equipment and fulfillment of all the obligations as per Bidding Documents and that all the three Contracts will have a crossfall breach clause i.e. a breach in one Contract will automatically be construed as breach of the other Contracts which will confer on you the right to terminate the other Contracts also at our risk and cost.

Further, we hereby propose M/s..... as our Assignee for the purpose of executing the *Second Contract/ *Third Contract/ *both Second and Third Contract (*Strike off whichever is not applicable) and written unequivocal consent of the above mentioned proposed Assignee to work as your independent Contractor on the same terms and conditions as offered by us to you in this bid proposal is also enclosed with the Bid Form. We declare that for the scope of work envisaged by us in our bid to be executed by our Assignee, the Assignee has relevant/required capacity and experience of executing similar job. Relevant/required documents are enclosed in the bid to establish capacity and experience of the Assignee. The Assignee shall directly enter into Contract(s) with you and all the three Contracts shall contain the aforesaid cross-fall breach clause, however, we shall have overall responsibility of performance under all the Contracts awarded against subject package.

If the Employer in its judgement does not find acceptance of Assignee proposed in the bid as its Contractor, then on the request of the Employer, we shall have option to propose alternate Assignee, in line with relevant ITB Clause, on the same terms and conditions and cost as offered in our bid. However, if Assignee, despite his written consent, fails to enter into contract with the Employer or if the Employer in its judgement does not find acceptance of Assignee as its Contractor, then we undertake to enter into and execute all the three Contracts with the Employer covering the entire scope of work envisaged in the bidding documents on the same terms and conditions and cost as offered in our bid, inter alia, containing the aforesaid cross-fall breach clause. In such an event, the overall financial liability of the Employer under the Contracts shall, however, not exceed that envisaged in our Bid Proposal.

Further, we understand and agree that for the above purpose, only one Assignee shall be permitted.

@ Domestic Bidders to strike off this provision and affix Signatures thereon.

- 3.2@@ We (applicable to Domestic Bidders only) declare that we have studied GCC Clause 3.6 relating to mode of contracting and we are making this proposal with a stipulation that you shall award us three separate Contracts viz. 'First Contract' for CIF (Indian port of entry) supply of Plant and Equipment including Type Test Charges and Mandatory Spares to be supplied from abroad, 'Second Contract' for Ex-works (India) supply of domestically manufactured Plant and Equipment including Type Test Charges and Mandatory Spares and 'Third Contract' for providing all the services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, Civil and Allied works (if any), insurance covers other than inland transit insurance, testing, commissioning and conducting Performance Guarantee Tests in respect of all the equipments supplied under the 'First Contract' and the 'Second Contract' and all other services as specified in the Contract Documents. We declare that the award of three separate Contracts will not in any way dilute our responsibility for successful operation of plant and equipment and fulfillment of all the obligations as per Bidding Documents and that all the three Contracts will have cross- fall breach clause i.e. a breach in one contract will automatically be construed as breach of the other Contracts which will confer on you the right to terminate the other Contracts also at our risk and cost.

@@ Foreign Bidders to strike off this provision and affix Signatures thereon.

4.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

- 4.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata by accepting the Attachment-21.

Acceptance of above attribute shall be considered as our confirmation that any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/ Clarification(s)/Addenda/Errata(if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which our bid security shall be forfeited.

- 4.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.

- 4.3 We have furnished our compliance on "Qualifying Requirements" by accepting the following attachment 2A.

- 4.4 We hereby confirm that the number of reference Plants quoted by us in Attachment-3A-1 of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are not more than Three (3) times the number of Plants required in the QR.

We also confirm that the reference Plants declared more than Three (3) times the number of Plants required in the QR shall not be considered for evaluation / establishing compliance to Qualifying Requirement (QR).

We further confirm that no change or substitution in respect of reference Plant, as specified in our bid, by new/additional Plant for meeting the specified Qualifying Requirement (QR) shall be offered by us.

- 5.0 We confirm that we are seeking qualification on the basis of association/collaboration with the manufacturer(s) of particular equipment(s). We further confirm that the plant and equipment including type tests and mandatory spares, which shall be imported from the associate's/collaborator's country by the manufacturer or by us, have been listed in Attachment-15 to Bid Form (Techno-Commercial Bid) and the price of these equipment including type tests and mandatory spares have been included in the total CIF (Indian port-of-entry) price to be quoted by us in Schedule-1 of Price Bid.
- 5.1 We confirm that we have assessed the capacity and capability of our associate's/ Collaborator's and our associate / collaborator is having sufficient capacity and capability to execute the work.
- 6.0 We undertake, if our bid is accepted, to commence work on the Facilities immediately upon your Notification of Award to us and to achieve Completion of Facilities and conduct Field Quality Tests within the time specified in the Bidding Documents.
- 6.1 If our bid is accepted, we undertake to provide Advance Payment Security, Contract Performance Securities including that from our collaborator(s)/associate(s) (if applicable) and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the time specified in the Bidding Documents.
- 7.0 We agree to abide by this Techno-Commercial Bid and Price Bid for a period 180 days from the date of opening of Techno-Commercial (Envelope-I) as stipulated in the Bidding Documents, unless extended by us on your request and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 8.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 9.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 10.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here 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 the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated this day of.....20

Thanking you, we remain,

Yours faithfully,

Date :

(Signature)

Place :

(Printed Name)

(Designation)

(Company Seal).....

Business Address :

Country of Incorporation (Province also to be indicated): Fax No.:

Phone No. :

Note : 1. Bidders may note that no prescribed proforma has been enclosed for:

- (a) Attachment 2 (Power of Attorney)
- (b) Attachment 4, (For documentary evidence establishing that the facilities offered are eligible facility and conform to bidding documents.) However, the proforma for Special tools & tackles have been enclosed as Attachment - 4A.

For these attachments, Bidders may use their own proforma for furnishing the required information with the Bid.

**1B. BID FORM (PRICE BID),
ATTACHMENTS AND
PRICE SCHEDULES
(ENVELOPE-II : PRICE BID)**

Bidder Proposal Ref. No.:

Date :.....

IFB No.:

Name of Package: Flue Gas Desulphurisation (FGD) System Package for DCRTPP
Yamuna Nagar (2X300 MW), Bidding Documents
No. **32/CE/PLG/DCRTPP/FGD-251**.

To

Chief Engineer / Planning,
Haryana Power Generation Corporation
Limited C-4, Shakti Bhawan, Sector-6
Panchkula- 134109

Gentlemen and/or Ladies,

- 1.0 Having examined the Bidding Documents No. 32/CE/PLG/DCRTPP/FGD-251, including subsequent amendments and clarifications if any, the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, construct, install and commission (including carrying out Performance Guarantee Test) the facilities under the above-named Contract in full conformity with the said Bidding Documents for the sum (excluding taxes & duties indicated by us in Schedule-7) as mentioned in Output preview of Main Screen of Bid invitation at HPGCL e-tender site or such other sums as may be determined in accordance with the terms and conditions of the Contract.
- 1.1 Further we understand that discount letter separately uploaded online or submitted in physical form or indicated at location other than Conditions field of General Data/Item Data in Main Screen of Bid Invitation shall not be considered for the purpose of evaluation.
- 2.0 **Attachments to the Bid form (Price Bid) :**
- In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form (Price Bid):
- (a) **Attachment 1P: Alternative Bid (if any)**
Details regarding Bid Price and corresponding break-up for the Alternative Bid, if any. --Not applicable--
- (b) **Attachment 2P: Remuneration details of local representation as per your format enclosed in the Bidding Documents.**

- (c) Attachment-3(P): The declaration regarding the Import Content considered in our bid as per your format enclosed in the Bidding Documents.
- (c1) Attachment-3PA: The declaration regarding Custom duty benefits for import of Construction Equipment considered in the Bid.
- (d) (i) Attachment 4P: Not applicable.
- (d) (ii) Attachment 4PA: The Declaration on the Guaranteed Values of parameters, as per Format enclosed in the Bidding Document for the Alternative Bid, if any. -Not applicable—
- (e) Attachment 5P: Bought out items to be directly despatched by Sub-Vendors to site -- Not applicable--
- (f) Attachment 6P: Details of Equipment including Type Test & Mandatory Spares to be imported from Associate/Collaborator by the manufacturer or the bidder. -- Not applicable--
- (g) Attachment 7P: Classification of Bids. -- Not applicable—
- (h). Attachment-8P: Details of non-local content items along with their cost.

3.0 PRICE SCHEDULE:

3.1 In line with the requirements of the Bidding Documents, we enclose herewith the following Price Schedules, duly filled-in as per your proforma:

Schedule No. 1	Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied from Abroad.
Schedule No. 2	Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied/ manufactured within the Employer's Country.
Schedule No. 3	Local Transportation including Port handling, Port clearance, Port charges, Inland insurance and other local costs incidental to delivery of Plant & Equipment and Mandatory Spares.
Schedule No. 4	Installation Services including Erection and Civil/Structural Works (as applicable), Insurance covers other than inland transit insurance and other services as specified in the bidding documents.
Schedule No. 5	NOT USED
Schedule No. 6	Recommended SpareParts.

Schedule No. 7	Goods and Services Tax (GST), applicable on Schedules-2, 3 & 4, not included in bid price.
Schedule-7A	Custom Duty, Import Duty & GST applicable on Schedules 1, not included in the bid price.
Schedule No. 8A	Break up of Type Tests charges quoted in Schedule-1.
Schedule No. 8B	Break up of Type Tests charges quoted in Schedule-2.

- 3.2 We are aware that the Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and prices. We agree that the entered rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profit.
- 3.2.1 Pursuant to ITB clause 10.4(a), 10.4(b) & 10.4(c), and 27.3, we confirm that the price for mandatory spares quoted by us are in compliance with the requirements as per the list of mandatory spares specified in the Technical Specification and in Price Schedule-1, Schedule-2 & Schedule-3 of the Bidding Documents and in case, any deviations, variations and additional conditions are found in the Price Schedule-1, Schedule-2 & Schedule-3 of the Price Bid in respect of mandatory spares, which are contrary to the requirements of the Bidding Documents, the same shall not be given effect to in the evaluation and it should be considered that the bids are in compliance with the requirements of the Bidding Documents. In such cases, it is binding on us to supply such mandatory spares, as per detailed engineering without any extra cost implication to you.
- 3.3 We declare that as specified in the General Conditions of Contract (Clause 11.2), prices quoted by us in the Price Schedules shall be subject to adjustment in accordance with Appendix-2 (Price Adjustment) to the Contract Agreement.
- 3.4 We understand that in the price schedule, where there are discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, (even in case of carry forward of prices) the unit or subtotal price shall prevail and the total price shall be corrected accordingly. We further understand that where there is discrepancy between amounts stated in figures and amounts stated in words, the amount stated in words shall prevail. Similarly, in case of any discrepancies between the total bid price and the summation of Schedule prices (price indicated in a Schedule indicating the total of that Schedule), the total bid price shall be corrected to reflect the actual summation of the Schedule prices.

- 3.5 We declare that prices left blank in the Schedules will be deemed to have been included in the prices of other items. The TOTAL for each Schedule and the TOTAL as mentioned in Output Preview in Main screen Bid Invitation at HPGCL e tender site shall be deemed to be the total price for executing the Facilities in complete accordance with the Contract, whether or not each individual item has been priced.
- 4.0 We confirm that except as otherwise specifically provided, our Bid Prices include all taxes, duties, levies and charges including Goods & Services Tax (GST), assessed on us, our Sub-Contractor / Sub-Vendor, our assignee and our assignee's sub-contractor/sub-vendor (if applicable, in case of foreign bidders) or their employees by all Municipal, State or National Government authorities in connection with the Facilities, in and outside of India.
- 4.1 We understand that notwithstanding 4.0 above, you shall bear and promptly pay/reimburse Customs duties, if imposed in future and applicable GST on the Plant and Equipment including Mandatory Spares supplied from abroad and specified in Price Schedule No. 1 (and on Recommended Spare Parts to be supplied from abroad and specified in Price Schedule No. 6, when awarded) and that are to be incorporated into the Facilities, by the law of the country where the Site is located. However, we understand that if we choose to ship the equipment in Shipper's Containers, then the custom duty, GST and any other tax, duty, levy, or cess levied on the cost of such empty Containers shall not be borne by you and shall be borne and payable/reimbursable by us. Further, in case any additional duties like Anti-dumping duty, Counter-vailing duty on subsidised articles, Safeguard duty etc. and any other tax including GST, levies, cess etc. applicable on such additional duties, if imposed on Plant and Equipment including Type Test and Mandatory Spares/ Recommended Spares. shall be borne and paid/reimbursed by us.
- 4.2 We further understand that notwithstanding 4.0 above, you shall also bear and pay/reimburse to us/our Assignee (if applicable, in case of foreign bidder) GST applicable on :
- (a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country specified in Price Schedule No. 2 (and also on locally supplied Recommended Spare Parts quoted in Price Schedule No. 6, when awarded) to be incorporated in the Facilities, by the law of country where the site is located,
 - (b) Local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory spares specified in Price Schedule No. 3 (and also of locally supplied Recommended Spare Parts quoted in Price Schedule No. 6, when awarded) and
 - (c) Installation Services including Erection, Civil & Allied Works and other services specified in Price Schedule No. 4. However, all other taxes, duties & levies as may be applicable on goods and services specified in Price Schedules Nos. 2, 3 & 4 and on the materials used for civil construction works and erection & commissioning shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer.

4.3 We confirm that we (or our Assignee, if applicable in case of foreign bidders as per para on Construction of Contract in Techno-Commercial Bid Form) shall get registered as per relevant GST laws.

4.4 Deleted

4.5 We confirm that GST and all other taxes, duties, levies & cess as may be applicable on materials used for such civil, structural & allied works and erection & commissioning shall be to our account and no separate claim in this regard will be entertained by the Employer.

4.6 Income Tax

We hereby declare that if any Indian Income Tax, surcharge on Income Tax and any other tax is attracted under the law, we agree to pay the same to the concerned authorities and you shall have no additional tax liabilities whatsoever irrespective of the mode of contracting.

5.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

5.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata found anywhere in our Techno-commercial Bid and Price Bid by accepting the Attachment 2A:

Acceptance of above shall be considered as our confirmation that any deviation, variation or additional condition etc or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/ Clarification(s)/ Addenda/ Errata(if any) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which our bid security shall be forfeited.

5.2 We further declare that additional conditions, variations, deviations, if any, found in the Price Bid, save those pertaining to any rebates offered, shall not be given effect to.

6.0 We declare that we have quoted the Plant & Equipment including the spares to be supplied from abroad on CIF basis.

7.0[#] We confirm that we are seeking qualification on the basis of association/collaboration with the manufacturer(s) of particular equipment(s).

We further confirm that the plant and equipment including mandatory spares, which shall be imported from the associate's/collaborator's country by the manufacturer or by us, have been listed in relevant attachment to Bid Form and the price of these equipment and mandatory spares have been included in the total CIF price quoted by us in Schedule-1.

#Applicable if Bidder is seeking qualification on the basis of association/collaboration.

8.0 We confirm that for payments related to Erection/ Civil/ Structural works

(i) We shall maintain a separate account with a Scheduled Bank at Site for the purpose of receiving all the payments under the Contract(s) and for utilization of payments received from the Employer for disbursement to sub-contractors, sub-vendors, PRW's etc., of the Contractor. We shall maintain separate books of accounts for all payments under this Contract and the Project Manager shall have access to these at all times.

(ii) Account Tracking Mechanism

We understand that in case we withdraw funds from the above bank account for any purposes other than the Contract, we shall be required to submit an undertaking to the Project Manager certifying that all due statutory payments, labour payments and payments to all our sub-contractors have been disbursed corresponding to the total payment received by us under the Contract.

For tracking of payments received from the Employer, we shall also submit a monthly statement by 7th of every month certifying the transactions pertaining to the above account along with the purpose of such transactions. In case we transfer funds for any purposes other than the Contract, without prior consent of the Employer, it will constitute a breach of Contract by us.

(iii) We understand that in case we violate the above provisions, EMPLOYER will have the right to give suitable instructions to the Bank to regulate/ freeze the account.

9.0 We undertake, if our bid is accepted, to commence work on the facilities immediately upon your Notification of Award to us and to achieve Completion of Facilities and Conduct Performance Guarantee Tests within the time specified in the Bidding Documents.

- 10.0 We hereby confirm that the rates/prices quoted by us in Schedule-11 (Schedule of Unit Rates), if applicable, are consistent with the lumpsum bid price and that we shall furnish all necessary justification to establish the reasonableness of these rates/prices, if required by you. However, we clearly understand that the acceptance of our proposal for the subject package shall not mean automatic reasonableness of quoted rates, unless these have been established by us and accepted by you. --Not applicable--
- 10.1 If our bid is accepted, we undertake to provide an Advance Payment Security, Contract Performance Securities including that from our Collaborator(s)/Associate(s) (if applicable), and Securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the Bidding Documents.
- 11.0 We agree to abide by this Price Bid for a period 180 days from the date of opening of price Techno-Commercial bid (envelope-I) as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares contained in our Price Bid shall remain valid for a period of 5 years after placement of Notification of Award for main equipment and mandatory spares.
- 12.0 Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----
-----	-----	-----

(if none, state "none")

- 13.0 Until a formal Contract is prepared and executed between us, both bids (Techno-Commercial Bid and Price Bid), together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 14.0 We understand that you are not bound to accept the lowest or any other bid you may receive.
- 15.0 We confirm that the cost of Special Tools & Tackles furnished by us in relevant attachment of our Techno-Commercial Bid is included in the lumpsum price quoted in this Price Bid.
- 16.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here 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 the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated thisday of20

Thanking you, we remain,

Yours faithfully,

Date : (Signature)

Place : (Printed Name)

Business Address :

Country of Incorporation (Province also to be indicated) :

Fax No. :

Phone No. :

Note : 1. Bidders may note that no prescribed proforma has been enclosed for Attachment 1P (Bid Price for Alternate Bid) and Attachment 4PA (Guarantee Declaration for alternate Bid). --Not applicable--

2. For above attachments Bidders may use their own proforma for furnishing the required information with the Bid. --Not applicable--