

BID FORM			
BID FORM PART-II PRICE BID			
Name of Package:	EPC Package for "1X800 MW SUPER CRITICAL EXPANSION UNIT, DEEN BANDHU CHHOTU RAM THERMAL POWER PLANT, YAMUNA NAGAR" HARYANA, Bidding Document No. : 03/HPGCL/DCRTPP/EPC/800MW		
BIDDER'S NAME			
	Bid Proposal No		
	Dated		
1.0	Having examined the Bidding Document No. 03/HPGCL/DCRTPP/EPC/800 MW 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 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 & 7A) as mentioned in Bid invitation at e-tender site https://etenders.hry.nic.in or such other sums as may be determined in accordance with the terms and conditions of the Contract.		
2.0	ATTACHMENTS TO THE BID FORM PART-II (PRICE) BID:		
2.1	In line with the requirements of the Bidding Documents, we enclose herewith the following Attachments & Price Schedules, duly filled-in as per your proforma:		
(a)	Attachment-1(P)	Deleted	
(b)	Attachment-2 (P)	A power of attorney duly notarized by a Notary Public indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid (price bid) is binding upon us during the full period of its validity in accordance with the ITB Clause No.13. As required, the Attachment-2(P) (i.e. Power attorney) has been furnished in physical form in a separate sealed envelope	
(c)	Attachment-3 (P)	Certificate of Compliance to all provisions of bid documents	
(d)	Attachment-4 (P)	Declaration regarding Import Content as per your format enclosed in the Bidding Documents	
(e)	Attachment-4A (P)	The declaration regarding Custom duty benefits for import of Construction Equipment considered in the Bid	
(f)	Attachment-5 (P)	Deleted	
(g)	Attachment-6 (P)	Declaration on Guaranteed value of parameters as per format in this Attachment for bid evaluation	
2.2	PRICE SCHEDULES		
	In line with the requirements of the Bidding Documents, we enclose herewith the following Price Schedules, duly filled-in as per your proforma:		
(a)	Schedule1	Plant and Equipment including Type Test and Mandatory Spares to be supplied from Abroad	
(b)	Schedule2	Plant and Equipment including Type Test and Mandatory Spares to be supplied from within the Owner's Country	
(c)	Schedule3	Local Transportation including Port Handling, Port Clearance & Port Charges, Inland Transit Insurance and other local costs incidental to delivery of plant & equipment and mandatory spares at site.	
(d)	Schedule4	Installation Services [Erection, Civil, Steel Structural works (Site fabricated structures as permitted as per Specifications), Factory Fabricated Steel Structural Works (Erection) & Allied works] including insurance (other than transit insurance and other services as specified in the Bidding Documents).	
(e)	Schedule5	Grand Summary	
(f)	Schedule6	Recommended Spare Parts	
(g)	Schedule7	GST as applicable on schedule 2, 3 & 4, not included in Bid Price	
(h)	Schedule7A	GST as applicable on schedule 1, not included in Bid Price	
(i)	Schedule 8A & 8B	Deleted	
(j)	Schedule 9	Deleted	
(k)	Schedule10	Draw down schedule/Cash Flow Statement	
(l)	Schedule11	Deleted	
(m)	Schedule12	Deleted	
3.1	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	We declare that as specified in the General Conditions of Contract (Clause 14.1) prices quoted by us in the Price Schedule shall be subject to adjustment in accordance with Price Adjustment, Annexure-K (Price Adjustment) to the GCC.		
3.3	We understand that in the price schedules, where there are discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals 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. 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.		
3.4	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 of Grand Summary 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 GST, assessed on us, our Sub-Contractor / Sub-Vendor, or their employees by all Municipal, State or National Government authorities in connection with the Facilities, in and outside of India.		
4.1	Deleted		
4.2	"We further understand that notwithstanding 4.0 above, owner shall bear and reimburse to us GST applicable on: (a) Plant and Equipment (including Type Test Charges) and Mandatory Spares supplied from abroad specified in Schedule-1 and Recommended Spare Parts to be supplied from abroad and specified in Schedule-6 and also to be incorporated in the Facilities, by the law of country where the site is located, (b) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Owner's country specified in Price Schedule 2 (and also on locally supplied Recommended Spare Parts quoted in Price Schedule 6, when awarded) to be incorporated in the Facilities, by the law of country where the site is located, (c) local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory spares specified in Price Schedule 3 (and also of locally supplied Recommended Spare Parts quoted in Price Schedule 6, when awarded) and (d) Installation Services including Erection, Civil & Allied Works and other services specified in Price Schedule 4. However, all other taxes, duties & levies as may be applicable on goods and services specified in Price Schedules 2, 3 & 4 and on the materials used for civil construction works and erection & commissioning shall be to our account and no separate claim in this regard will be entertained by owner.		
4.3	We confirm that we shall get registered as per relevant GST laws		
4.4	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	<p>We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated anywhere 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.</p> <p>We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata by submitting Attachment-3P (Certificate of compliance to all provisions of Bid Document).</p> <p>Submission of above Attachment-3P shall be considered as our confirmation that any deviation to the Provisions of Bidding Documents found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which our bid security shall be forfeited.</p>
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 and equipment including spares to be supplied from abroad on CIF (Indian port-of-entry) basis.
6.1	For payments related to Erection/Civil/Site Fabricated Structural Works
	<p>We confirm that a single designated ESCROW account shall be opened by us in any scheduled bank of India under intimation to Owner. All payments related to Erection/Civil/Site Fabricated Structural works by the Owner due under the contract to us shall be released into above mentioned ESCROW account set up as per the Tri-Partite ESCROW Agreement between us, Owner, and Escrow Bank. The payment shall be disbursed in accordance with the mechanism set out in the Contract and Escrow Agreement. The purpose of the Escrow Account would be to ensure that payments received under the contract are solely used for implementation of the Contract. Under Tri-partite Escrow Agreement, the Escrow Bank will agree to ensure that amounts received in the ESCROW Account are utilized for making payments only to suppliers of goods and services related to Erection/Civil/Site Fabricated Structural Works, Statutory Authorities, establishment expenses etc. as may be required in the performance of the contract.</p> <p>We further confirm that all expenses/charges for opening/operation (including Annual Fee) of the Escrow Account shall be paid by us.</p> <p>The draft agreement as annexed as Annexure-D , GCC shall be followed for executing Escrow Account Agreement.</p> <p>The detailed Operative Procedure and Terms and Conditions of Escrow Account (Schedule-III of Draft agreement) shall be finalized between us, the Owner, and the Escrow Bank within 15 days of the placement of award.</p>
7.0	We undertake, if our bid is accepted, to commence work on the facilities immediately upon your Letter of Intent (LOI) to us and to achieve Trial operation, conduct Guarantee Tests and achieve Final taking Over within the time specified in the Bidding Documents.
7.1	We confirm that, in terms of the requirement of Clause 44.0 of Erection Conditions of Contract, Section-V, of Vol.-I, the 'Safety Plan' shall be submitted within 60 days from the date of LOI for approval of Owner.
7.2	Deleted
8.0	Deleted
9.0	If our bid is accepted, we undertake to provide Advance Payment Security, Contract Performance Securities, Performance Securities for Phase manufacturing program and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the time specified in the Bidding Documents.
10.0	We agree to abide by this Part-II (Price) Bid for a period of 225 days from the date of opening of Techno - Commercial Bid (Part-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. Techno - Commercial Bid (Part-I) including this Price Bid (Part-II) shall remain valid and open for acceptance for Two Hundred Twenty Five (225) days from the date of opening of Techno - Commercial Bid (Part-I) . Further, the prices of recommended spares contained in our Bid shall remain valid for a period of 18 months from the date of LOI.
11.0	Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Intent (LOI) shall constitute a binding contract between us.
12.0	We understand that you are not bound to accept the lowest or any other bid you may receive.
13.0	We confirm that cost of Special Tools & Tackles furnished by us in Attachment-4A of our Part-I (Techno-Commercial) Bid is included in lumpsum price quoted in this Price Bid.
14.0	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.
	Name
	Designation