

HARYANA POWER GENERATION CORPORATION LIMITED



BIDDING DOCUMENTS

FOR

**FLUE GAS DESULPHURISATION (FGD) SYSTEM
PACKAGE**

**FOR
RGTPP, HISAR (2X600 MW)**

SECTION - VII

BOOK 2 OF 3

BIDDING DOCUMENT NO. : 31/CE/PLG/RGTPP/FGD-250

HARYANA POWER GENERATION CORPORATION LIMITED



BIDDING DOCUMENTS

FOR

**FLUE GAS DESULPHURISATION (FGD) SYSTEM
PACKAGE**

**FOR
RGTPP, HISAR (2X600 MW)**

SECTION - VII

BOOK 2 OF 3

BIDDING DOCUMENT NO. : 31/CE/PLG/RGTPP/FGD-250

This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.

TABLE OF FORMS AND PROCEDURES

SI.No.	Description
Section-VII (Part 1 of 3)	
1a.	Techno-Commercial Bid (Envelope-I) (Bid Form along with Attachments)
Section-VII (Part 2 of 3)	
1b.	Price Bid (Envelope-II) (Bid Form along with attachments and Price Schedules)
Section-VII (Part 3 of 3)	
2.	Bid Security Form - Bank Guarantee
2a.	Bid Security Form - Bank Guarantee in case of Bid From Joint Venture - (NOT APPLICABLE)
2b.	Bid Security Form - Letter of Credit
3.	(a) Form of Notification by the Employer to the Bidder (b) Form of Sight Draft
4.	Forms of Notification of Award
5.	Form of Contract Agreement
6.	Performance Security Forms
6a.	Performance Security Form in case of contract awarded to Joint Venture - (NOT APPLICABLE)
7(i).	Bank Guarantee Form for Advance Payment (For Supply - FOB/Ex-Works Portion)
7(ii).	Bank Guarantee Form for Advance Payment for (For Installation Services Portion)
7(iii).	Bank Guarantee Form for Advance Payment in case of contract awarded to Joint Venture - (NOT APPLICABLE)
8.	Form of Completion Certificate

Sl.No.	Description
9.	Form of Operational Acceptance Certificate
10.	Form of Trust Receipt
11.	Forms of Indemnity-cum-Undertaking Agreement
12.	Form of Authorization Letter
13.	Forms of Deed of Joint Undertaking
14.	Form of Bank Guarantee by Associate/Collaborator
15.	Form of Joint Venture Agreement - (NOT APPLICABLE)
16.	Form of Bank Guarantee Verification Check List
17.	Form of Validity Extension of Bank Guarantee
18.	Form of Indemnity-cum-Undertaking Agreement (For Removal/Disposal of Scrap/Surplus Material)

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

BID FORM (PRICE BID)

Bidder Proposal Ref. No.:

Date :

IFB No.:

Name of Package: **Flue Gas Desulphurisation (FGD) System Package at RGTPP, Hisar
(2X600 MW), Bidding Documents
No. 31/CE/PLG/RGTPP/FGD-250**

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. 31/CE/PLG/RGTPP/FGD-250, 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.

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. 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 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-2 & Schedule-3 of the Bidding Documents and in case, any deviations, variations and additional conditions are found in the Price 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 price quoted by us.

#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 this.....day of.....20.....

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--**

FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE

RGTPP, HISAR (2X600 MW)

BIDDING DOCUMENT NO. 31/CE/PLG/RGTPP/FGD-250

(Information related to Alternative Bid)

---Not Applicable---

FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
RGTPP, HISAR (2X600 MW)
BIDDING DOCUMENT NO. 31/CE/PLG/RGTPP/FGD-250

(Details in respect of Local Agent)

Bidder's Name and Address:

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

1.0 We understand the following :

- a) In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product

Further, we furnish below the following information in respect of our local agent:

(i) Name and address of the local agent

.....
.....

(ii) Services to be rendered by the local agent

.....
.....

(iii) Amount

2.0 We confirm the aforesaid clause 1.0 and submit our bid conforming the same.

Date : (Signature)

Place : (Printed Name)

FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
RGTPP, HISAR (2X600 MW)
BIDDING DOCUMENT NO. 31/CE/PLG/RGTPP/FGD-250

(Declaration regarding Custom Duty Benefits)

Bidder's Name and Address:

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

Dear Sir,

We confirm that the CIF value of Import content in Ex-works price, quoted in Schedule-2 by us, and which is included in our bid prices, are as follows:

Sl.No.	Description of Items	Quantity	Value (included in our Bid Price)
--------	----------------------	----------	-----------------------------------

These details are furnished for the purpose of issuance of Relevant Certificate as per ITB Clause 10.6.1. We further confirm that we shall be solely responsible for availing such benefits and benefits shall be restricted to the value indicated above.

Date : (Designation)

Place : (Printed Name)

Note : Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this Attachment.

Note:

- (i) Bidders to note that any value/figures indicated in this format shall not be considered for the purpose of evaluation of bid and contract purposes.
- (ii) Bidders to note that the Plant & Equipment including mandatory spares quoted on CIF basis under Schedule-1, which are to be imported by the Employer directly, should not be included in the value of import content.
- (iii) The CIF price of construction equipment shall not be included in this Attachment, it shall be quoted separately in Attachment-3PA.

**FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
RGTPP, HISAR (2X600 MW)
BIDDING DOCUMENT NO. 31/CE/PLG/RGTPP/FGD-250**

**(Declaration regarding Customs Duty Benefits for
Import of Construction Equipment)**

Bidder's Name and Address:

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

Dear Sir,

1. We confirm that we are solely responsible for obtaining the Customs Duty Benefits for import of Construction Equipment which we have considered in our bid and in respect of Ex- Works (India) price quoted in Schedule-2 and in case of failure to receive such benefits, Employer will not compensate us in any manner whatsoever.
2. **We further confirm that we will not claim for adjustment in Contract Price on account of variation in or withdrawal of Custom Duty Benefits for Import of Construction Equipment.**
3. We are furnishing below the information required by the Employer for issue of relevant Certificates in terms of the Customs Act & Notification of the Govt. of India:

(A) *CIF Value of Construction Equipment to be imported by the Bidder/Assignee (if applicable in case of foreign bidder) including its sub-contractor(s) of the Bidder/ Assignee.

.....
.....
.....

(* Please state the currency and fill in the amount in figures and words)

We further confirm that aforesaid CIF value has not been included in Attachment-3P.

B. Description and quantities of the Construction Equipment to be imported by the Bidder /Assignee (if applicable) / sub-contractor(s) for deployment to site under the package.

Sl. No.	To be imported by	Description of item to be imported	Quantity
(i)	Bidder		
(ii)	Assignee (if applicable)		
(iii)	Sub-contractor(s)		

4. We confirm that the Construction Equipment being imported as per 'B' above shall be deployed at the Project Site for the purpose of execution of Package as per BIDDING DOCUMENT NO. **31/CE/PLG/RGTPP/FGD-250**.

Date : (Signature).....

Place : (Printed Name).....

Note : (i) Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Attachment.

FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
RGTPP, HISAR (2X600 MW)
BIDDING DOCUMENT NO. 31/CE/PLG/RGTPP/FGD-250

-NOT APPLICABLE -

FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
RGTPP, HISAR (2X600 MW)
BIDDING DOCUMENT NO. 31/CE/PLG/RGTPP/FGD-250

(Bought out items to be directly despatched by Sub-Vendors to site)

--- NOT APPLICABLE ---

FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE

RGTPP, HISAR (2X600 MW)

BIDDING DOCUMENT NO. 31/CE/PLG/RGTPP/FGD-250

(Details of Equipment and Mandatory Spares including Type Tests to be imported from Associate/Collaborator by manufacturer or bidder)

---Not Applicable---

FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
RGTPP, HISAR (2X600 MW)
BIDDING DOCUMENT NO. 31/CE/PLG/RGTPP/FGD-250
(Classification of Bids)

---Not Applicable---

PRICE SCHEDULE

(Uploaded in as separate Excel File)