

BID FORM

Bid Proposal Ref. No.:.....

Date:

To:

..... (insert name & address of the Employer)

Name of Contract: **SUB PACKAGE – Earth Cutting Works for 400kV D/C Quad Teesta III HEP – Kishanganj Transmission Line.**

(Specification No. TPTL/TOWER-ECW).

Dear Ladies and/or Gentlemen,

1.0 Having examined the Bidding Documents, including Amendment Nos. (*Insert Numbers*) dated the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, install and commission (including carrying out Trial Operation, Performance & Guarantee Test as per provision of Technical Specification) the Facilities under the above-named package in full conformity with the said Bidding Documents for the sum of (*Specify the currency and the amount in figures & words*) or such other sums as may be determined in accordance with the terms and conditions of the Bidding Documents.

The above amounts are in accordance with the price schedules attached herewith and are made part of this bid.

2.0 Attachments to the Bid Form

In line with the requirement of the Bidding Documents, we enclose herewith the following Attachments to the Bid Form:

- (a) Attachment 1[R]: **(Not in use)**
- (b) Attachment 2[R]: A power of attorney duly authorized by a Notary Public indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause 14.
- (c) Attachment 3[R]: Qualifying Requirement
- (d) Attachment 4[R]: **(Not in use)**

- (e) Attachment 5[R]: **(Not in use)**
- (f) Attachment 6[R]: **(Not in use)**
- (g) Attachment 7[R]: **(Not in use)**
- (h) Attachment 8[R]: **(Not in use)**
- (i) Attachment 9[R]: Work Completion Schedule.
- (j) Attachment 10[R]: **(Not in use)**
- (k) Attachment 11[R]: **(Not in use)**.
- (l) Attachment 12[R]: Filled up information regarding Price Adjustment Data as per the format enclosed in the bidding documents.
- (m) Attachment 13[R]: **(Not in use)**
- (n) Attachment 14[R]: **(Not in use)**
- (o) Attachment 15[R]: Information for E-payment, PF Details & declaration regarding Micro/Small & Medium Enterprises
- (p) Attachment 16[R]: Additional Information

3.0 **Price Schedules**

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 1(R) Price Break-up of ***SUB PACKAGE – Earth Cutting Works for 400kV D/C Quad Teesta III HEP – Kishanganj Transmission Line.***

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 Invitation Letter and other sections of the Bidding Documents and Drawings 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 for the full scope as aforesaid, including overheads and profit.

3.3 We declare that as specified in Clause 11.5, Section –II: ITB, Vol.-I of the Bidding Documents, prices quoted by us in the Price Schedules shall be subject to Price

Adjustment during the execution of Contract in accordance with Appendix-2 (Price Adjustment) to the Contract Agreement.

- 3.4 We understand that in the price schedules, where there are errors between the total of the amounts given under the column for the price Breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly. We further understand that where there are discrepancies between amounts stated in figures and amounts stated in words, the amount stated in words shall prevail. Similarly, any discrepancy in the total bid price and that of the summation of Schedule price (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 items left blank in the Schedules will be deemed to have been included in 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 and sections thereof 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 as may be 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 All taxes are included such as GST etc. in quoted price.
- 5.0 Construction of the Contract
- 5.1 We declare that we have studied clause GCC 2.1 relating to mode of contracting for Domestic Bidders and we are making this proposal with a stipulation that you shall award us Contracts for providing all the services i.e. . port handling and custom clearance of imported goods and loading, inland transportation for delivery at site, insurance, unloading, storage, material handling at site, installation, testing and commissioning including Trail Operation in respect of all the equipment supplied by Owner and other services specified in the Contract Documents. We declare that the award of contracts will not in any way dilute our responsibility for successful operation of plant/ equipment and fulfillment of all obligations as per Bidding Documents
- 6.0 We have read the provisions of following clauses and confirm that the specified stipulations of these clauses are acceptable to us:
- | | | |
|-----|----------|---------------------------|
| (a) | ITB 13 | Bid Security |
| (b) | GCC 2.14 | Governing Law |
| (c) | GCC 8 | Terms of Payment |
| (d) | GCC 9.3 | Performance Security |
| (e) | GCC 10 | Taxes and Duties |
| (f) | GCC 21.2 | Completion Time Guarantee |

- (g) GCC 22 Defect Liability
- (h) GCC 23 Functional Guarantee
- (i) GCC 25 Patent Indemnity
- (j) GCC 26 Limitation of Liability
- (k) GCC 38 Settlement of Disputes
- (l) GCC 39 Arbitration
- (m) Appendix 2 to Form of Contract Agreement Price Adjustment

Further we understand that deviation taken in any of the above clauses by us shall make our bid non-responsive as per provision of bidding documents and rejected by you.

- 7.0 We undertake, if our bid is accepted, to commence the work on Facilities immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
- 8.0 If our bid is accepted, we undertake to provide an Advance Payment Security and a Performance Security in the form and amounts, and within the times specified in the Bidding Documents.
- 9.0 We agree to abide by this bid for a period of six (06) months from the date fixed for submission of bids 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.
- 10.0 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.
- 11.0 We understand that you are not bound to accept the lowest or any bid you may receive.
- 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
_____	_____	_____
_____	_____	_____
_____	_____	_____
<i>(If none, state "none")</i>		

- 13.0 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,

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Date:
Place:

Business Address:

Country of Incorporation:
(State or Province to be indicated)

Name of the Principal Officer:

Address of the Principal Officer:

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

(a) Attachment 2[R]: Power of Attorney.

(b) Attachment 7[R]: The details of Alternative Bid

(For Attachments 2[R] and 7[R], Bidders may use their own proforma for furnishing the required information with the bid).