

**PROPOSAL**

Bidder's name and address:

Bid proposal reference:

Person to be contacted:

Designation:

Telephone No.:

Fax:

To,

The Chief Engineer (Transmission),  
Meghalaya Energy Corporation Ltd.  
Lum Jingshai, Short Round Road,  
Shillong -793001.

**Sub : Proposal for the transmission line turnkey package for construction of 132kV, multi circuit line from 220/132kV substation, Killing to 132kV, EPIP –I substation, Byrnihat along with all associated works.**

Dear Sir,

We, the undersigned bidder, have read and examined in detail the specifications and bidding documents for the transmission line turnkey package for construction of 132kV multi circuit line from 220/132kV substation, Killing to 132kV EPIP –I substation, Byrnihat along with all associated works and hereby propose to supply the goods/ equipment/materials and provide the services/execute civil works for the subject package as set forth in the specification and documents.

**1.0 PRICES AND VALIDITY**

1.1 All prices and other terms and conditions of this proposal are valid for a period of 6 (six) calendar months from the date of opening of the bids. We further declare that prices stated in our proposal are in accordance with your 'instructions to bidders' included in the conditions of contract, volume-I of bidding documents.

1.2 All taxes and duties such as excise duty, sales-tax octroi duty/entry tax, local taxes and levies etc. applicable solely on the transactions between the owner and ourselves shall be to owner's account and the same are not included in our bid price but are separately indicated, with current rates in percentage only, in attached price schedule.

**2.0 CONSTRUCTION OF THE CONTRACT**

We declare that we are making this offer on the basis of supply-cum-erection contract on a single source responsibility basis. The supply portion of the contract will relate to the supply of equipment, material, transportation, freight & insurance and storage and the erection portion will relate to erection, stringing, testing and commissioning etc. as specified in the bidding documents. However, we have no objection in case owner decides to split the above mentioned package into two separate contracts – one contract for supply of all equipments on ex-works basis including freight & insurance and storage, and the second contract for all services such as handling at site storage, insurance, installation, testing and commissioning etc. of equipment/material as specified in the bidding documents.

We hereby declare that the award of two separate contracts, will not, in any way, dilute our responsibility for successful completion of work and fulfillment of all obligations as per bidding documents and that both the contracts will have a cross-fall breach clause i.e. a breach in one contract will automatically be considered as a breach of the other contract which will confer on the owner the right to terminate the other contract at our risk and cost and/or recover damages under any or both the contracts.

**3.0 BID SECURITY**

We have enclosed a bid security, in the form of..... (please fill in alternative chosen) for a sum of..... (amount in words & figures) in original and two copies, valid for a period of 7(seven) calendar months from the date of opening of bids in accordance with the bidding documents, as per the following details:

Form of bid security	Value of bid security	Valid upto and including

We have also ensured that the above bid security furnished by us is in line with the bidding documents and complete in the following respects (\*):

1. Value of non-judicial stamp paper, purchased in the name of executing bank, is as per stamp act.
2. Power of attorney no. and date as well as signature and full name & designation of executant along with bank's stamp.
3. Signature, full name, designation and address of witness.
4. Complete mailing address with fax no. of the head office of the bank is indicated.

(\*) In case the bid security is in the form of bank guarantee.

**4.0 PRICE BASIS**

We declare that such price components, which are subject to price adjustment as per the provisions of the bidding documents are based on the relevant indices prevailing as on thirty days prior to the date of opening of bids. The relevant data for price adjustment are detailed out in schedule - 6.

**5.0 PERFORMANCE GUARANTEE**

We declare that the rating and performance figures of the equipment to be furnished and erected by us are guaranteed. The guaranteed particulars of different equipment are enclosed in volume – III, technical data sheets.

**6.0 DEVIATIONS**

**6.1** We declare that the contract shall be executed strictly in accordance with the specifications and documents except for the deviations, all of which have been detailed out exhaustively in the following schedules, irrespective of whatsoever has been stated to the contrary elsewhere in our proposal.

- |  |   |             |
|--|---|-------------|
| (a) Commercial deviations schedule                                   | - | schedule -7 |
| (b) Cost of withdrawal of deviation on important conditions schedule | - | schedule-8  |
| (c) Technical deviations schedule                                    | - | schedule-9  |

6.2 \*We confirm that specified stipulation of the following clauses are acceptable to us and no deviation/exceptions are taken on any account whatsoever in the following clauses:

OR

\*In line with clause 11.2 of INB, condition of contract, volume-I, we have declared the withdrawal price in schedule - 8 for the deviations taken against the clauses mentioned below and we undertake to execute the contract in line with the provisions of these clauses in case MeECL agrees to bear the withdrawal cost.

(\* **Bidder to strike off whichever is not applicable**)

- (a) Price & price adjustment : clause No. 5.0 of section-SCC, Vol.-IA
- (b) Bid security : clause No. 23.0, section-INB, volume-I & clause No. 23.0 of section-SCC, volume-IA
- (c) Contract performance guarantee : clause No. 42.0, section-INB, clause 31.0, section-GCC of volume-I & clause No. 12.0 of section -SCC, volume-IA
- (d) Liquidated damages for delay in completion : clause No. 14.0, section-GCC of volume-I and clause No. 13.0 of section - SCC, volume-IA.
- (e) Guarantees/warrantees : clause No. 15.0, section-GCC, volume-I
- (f) Terms of payment : clause No. 33.0, section-GCC , volume-I and clause No. 9.0 of section-SCC, volume-IA

6.3 Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in deviation schedules, save that pertaining to any rebates offered, shall not be given effect to.

**7.0 QUALIFICATION DATA**

We confirm having submitted the qualification data in three copies, as required by you in your 'Instruction to bidders' included in conditions of contract and the special conditions of contract, in a separate envelope along with this bid. Further we have filled in the information for qualification requirements in schedule-10 & 10A. In case you require any further information in this regard, we agree to furnish the same.

**8.0 ADDITIONAL INFORMATION**

In addition to the information called for in these proposal sheets, we have included with this proposal additional information as listed separately in schedule-12.

**9.0 BOUGHT-OUT AND SUB-CONTRACTED ITEMS**

We have furnished the details of all the items/sub-assemblies, which we propose to buy/subcontract for the above work as per the specifications, in schedule-13.

**10.0 WORK SCHEDULE**

If this proposal is accepted by you, we agree to complete the entire scope of work as per the bidding documents, in accordance with schedules indicated in the proposal. We fully understand that the work completion schedule stipulated in this proposal is the essence of the contract, if awarded. The completion schedule of the various major key phases of the work is indicated in schedule-14.

**11.0 INFORMATION REGARDING EX-EMPLOYEES OF MeECL**

We have furnished the details of ex-employees of MeECL, who had retired/resigned from MeECL and subsequently have been employed by us, in schedule-15.

**12.0 CHECK LIST**

We have included a check list duly filled in schedule-16.

**13.0 CONTRACT PERFORMANCE GUARANTEE**

We agree that if our proposal is accepted we shall provide a contract performance guarantee of value equivalent to 10%(ten percent) of the total contract price valid upto end of 90 (ninety) days after the end of the contract warranty period in the form of bank guarantees in your favour, as per the provisions of bidding documents and enter into a formal agreement with you, within 30 (thirty) days from the date of issue of letter of award of contract.

**14.0 BID PRICE**

We declare that our lumpsum price and item wise price for the entire scope of the works as specified in the specifications and documents as per bid proposal sheets 1 to 4 are enclosed in a separate sealed envelope in triplicates ( original & copies) .

15.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named herein and that no company, persons or firms other than herein mentioned have any interest in this proposal or in the contract to be entered into, if we are awarded the contract, and this proposal is made without any connection with any other persons, firm or party likewise submitting a proposal and that this proposal is in all respect for and in good faith, without collusion or fraud.

Dated this ..... day of ..... 20.....

Thanking you, we remain.

Yours faithfully

Date :

Place :

.....  
(Signature of the authorized signatory®)  
(Printed name).....  
(Designation) .....  
(Common seal) .....

Business address:

Name and address of principal officer

(Written power of attorney of all signatories of bid to commit the bidder must be enclosed with the bid.)