

Letter Accompanying the Financial Bid

(This Letter should not be submitted along with Technical Bid or e-Technical Bid except for as provided in the Financial Proposal format for Online e-tendering System)

From:

To

The Manager (Estate) ,
Jawaharlal Nehru Port Trust,
Sheva, Navi Mumbai - 400 707.

Sub.: Engineering-Procurement-Construction (EPC) Contract for Infrastructure development works of SEZ Phase-I area at JNPT

Ref: Tender No-

I/We have perused the Proposal Document for subject assignment containing Terms of Reference in **Section 6** and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the 'Proposal Document'.

I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

The Bid Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.

Our price offer is inclusive of all incidentals, overheads, travelling expenses, printing and binding of reports, miscellaneous expenditure (upon prior approval from the Employer) related during the execution of the assignment, sundries, all other items involving expenditure for execution of this assignment covering scope as stipulated in the proposal document "Terms of Reference" (enclosed as **Section-6** to the Proposal Document).

This offer is valid for a period of 180 days from the date of opening of the financial proposals.

A) I/ We hereby submit our Bid and offer a Bid Price Rs.
(Rs..... in words) for undertaking the aforesaid Project (in accordance with the Bidding Documents and the Agreement.) which is inclusive of a Engineering Procurement Construction cost for Wastewater Treatment Plant (WTP/STP) of Rs.....

I/We also agree to accept the stage-wise and percentage-wise payments as detailed below:

STAGewise PAYMENT

The amount of fees will be paid in instalments as specified below:

Payments to the Contractor shall be "on account" and shall be adjusted against the final bill. The various stages of payment shall be as follows

S. No	Mile-stone	Item Description	Percentage of total Contract Value
A		Upon 100% completion of Site Grading and Grade Separator	25%
	A1	Upon approval of Design/work schedule/execution drawings/any other document required prior to starting the activity submitted by the Contractor	5%
	A2	Upon approval of completion of 50% construction activity of the approved infrastructure for the given milestone/ activity	10%
	A3	Upon approval of completion of 100% construction activity of the approved infrastructure for the given milestone/ activity	10%
B		Road and Gates (Internal Road Formation , Storm water Drainage system and Entry/Exit gates)	20%
	B1	Upon approval of Design/work schedule/execution drawings/any other document required prior to starting the activity submitted by the Contractor	1%
	B2	Upon approval of completion of 50% construction activity of the approved infrastructure for the given milestone/ activity	10%
	B3	Upon approval of completion of 100% construction activity of the approved infrastructure for the given milestone/ activity	9%
C		Internal Infrastructure Development (Water Supply, Waste water treatment system, Power Supply system, Solid waste management, Admin and Custom Buildings, Parking Areas, Support infrastructure in Non-Processing area and Green Belt Development including median greenery)	25%
	C1	Upon approval of Design/work schedule/execution drawings/any other document required prior to starting the activity submitted by the Contractor	1.25%
	C2	Upon approval of completion of 50% construction activity of the approved infrastructure for the given milestone/ activity	12.5%
	C3	Upon approval of completion of 100% construction activity of the approved infrastructure for the given milestone/ activity	11.25%
D		Finishing Works (Road Pavement with road furniture , signages and installation of streetlights)	20%
	D1	Upon approval of Design/work schedule/execution drawings/any other document required prior to starting the activity submitted by the Contractor	1%
	D2	Upon approval of completion of 50% construction activity of the approved infrastructure for the given milestone/ activity	10%
	D3	Upon approval of completion of 100% construction activity of the approved infrastructure for the given milestone/ activity	9%
E		Miscellaneous Upon completion of Finishing works for Entry / exit gates, Miscellaneous and Balance works for: <ul style="list-style-type: none"> ➤ Water supply including ➤ Wastewater treatment system ➤ power supply and Finishing works for Support infrastructure in processing and Non processing area	5%
F		Project Commissioning Upon Project Commissioning and subsequent certification and approval	5%
G		Retention Money	
A retention amount equivalent to 5% of the running bill value shall be made from the RA bills from all			

S. No	Mile-stone	Item Description	Percentage of total Contract Value
		bills. The Retention money shall be released as per the Clause 13.6 of the Appendix III – General Conditions of the Contract	

NOTE:

1. All the payment under this contract will be made only in Indian Rupees. The fees/price may be quoted in Indian Rupees only. The Contractor shall be paid for the activities completed as per the TOR and as per payment schedule given above.
2. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (Sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
3. Contractor shall provide assistance/services required for obtaining necessary Statutory clearances, if any, from the Government and other concerned authorities like Central Govt., or any other statutory authority.
4. The above quoted fees mentioned shall be deemed to be inclusive of fees payable by the Contractor to his any other sub-Contractor and/or associates, needed to accomplish the job and it also include the necessary expenditure towards transportation of personnel of the Contractor for carrying out the assignment. Service Tax will be as per actual and prevailing rate.
5. JNPT SEZ at Nhava Sheva, Navi Mumbai, is a notified Multi Product Special Economic Zone (SEZ) vide F.1.4/2010-SEZ dated 11th August, 2014 and the developer (JNPT here) shall be entitled to various tax exemptions / remission and set off or refund of duties, taxes, levies, cess etc for material and services required for authorized operations within the SEZ or for the development of SEZ as per SEZ Act 2005 and SEZ rule 2006.
6. The bidder shall ensure that the quoted price is exclusive of all taxes and in consideration of all exemptions, incentives and financial benefits of applicable Acts.
7. The bidder shall be responsible for all such duties, taxes, levies, cess etc.
8. JNPT shall not bear any such duties, taxes, levies, cess etc
9. The Selected Bidder shall take all necessary steps and measures to ensure that all benefits and exemptions available to the developer or which may be announced by the Central / State government from time to time are availed during the validity of the agreement.
10. The Selected Bidder shall be responsible to keep up to date all records pertaining to project and shall make them available to JNPT as and when required within 5 days of written request.
11. In the event that JNPT is not able to avail of any such exemptions, benefits, incentives or reimbursement available to them as per the applicable Central and State Laws and acts, due to the reasons attributable to the selected bidder, JNPT shall be entitled to deduct such amount from the running bills of the selected bidder.

Witness's
Signature _____
Name _____
Address _____

Witness's
Signature _____
Name _____
Address _____
