SECTION - VI

SAMPLE FORMS (FORMS)

This Section (Section –VI) of the bidding documents [named as Sample Forms and Procedures (FORMS)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

1. BID SECURITY FORM

PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE

((To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause; or

Attachment - Declaration of the Bid; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in

(4)	In the case of a successful	Bidder, if the	Bidder fails withi	n the specified	d time lim	ıit
-----	-----------------------------	----------------	--------------------	-----------------	------------	-----

- (i) to furnish the required performance security, in accordance with GCC Clause 6.0 and/or to keep the bid security valid as per requirement of ITB clause 8.0.
- (ii) If the work is not commenced after the work is awarded to the Contractor. or
- (6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (insert date, as per para GCC 6 alongwith subsequent Amendment, if any)......., and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1.	Our liability under this Bank Guarantee shall not exceed (value in figures) [(value in words)].
2.	This Bank Guarantee shall be valid upto(validity date)
3.	We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before (validity date)
	For and on behalf of the Bank
	[Signature of the Authorised Signatory(ies)] Signature
	Name
	Designation
	POA Number
	Contact Number(s): TelMobile
	Fax Number
	email

Common Sea	al of the Bank
	Witness:
	Signature
	Name
Addr	ress
Contact Number(s): Tel	Mobile
	email

Note:

1.0 The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758."

2.0 At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at ITB clause 8.2 in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

2.0 PERFORMANCE SECURITY FORM

<u> </u>	
Bank Guarantee No	Date
LOA/Contract No	
Package: "PRINTING OF POWERGRID ANNUAL REPORT & OTHER RELATED FY 2018-19". Specification no.: CC/MM/Annual Report/449/2019	D ITEMS FOR THE
To:	
Power Grid Corporation of India Limited 'Saudamini', 3 rd Floor, Plot No2, Sector-29 Gurgaon (Haryana) - 122001.	
Dear Ladies and/or Gentlemen,	
We refer to the Contract ("the Contract") vide Letter of Award issued date of the Letter of award) by you to M/s	octor) of Contractor) or") concerning
By this letter we, the undersigned,(insert name & address of the issued Bank (which expression shall include its successors, administrators, executorganized under the laws of	utors and assigns) red/Head Office at ereby irrevocably 6) of the Contract
We undertake to make payment under this Letter of Guarantee upon reconfirst written demand signed by your duly authorized officer declaring the Codefault under the Contract and without cavil or argument any sum or above named limits, without your need to prove or show grounds or demand and without the right of the Contractor to dispute or question such	Contractor to be in sums within the reasons for your
Our liability under this Letter of Guarantee shall be to pay to you whicheve the sum so requested or the amount then guaranteed hereunder in respectuly made hereunder prior to expiry of the Letter of Guarantee, without inquire whether or not this payment is lawfully demanded.	ct of any demand
This letter of Guarantee shall remain in full force and shall be valid from until ninety (90) days beyond the completion of services under the Cont inclusive of	ract i.e. upto and

(not exceeding one year), as may be desired by M/s. on whose behalf this

Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

"Notwithstanding anything contained herein:

1.	Our liability under this Bank Guarantee shall not exceed (value in figures) [(value in words)].
2.	This Bank Guarantee shall be valid upto(validity date)
3.	We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before (validity date)"
	For and on behalf of the Bank
	[Signature of the Authorised Signatory(ies)]
	Signature
	Name
	Designation
	POA Number
	Contact Number(s): TelMobile
	Fax Number
	Email
	Common Seal of the Bank

\ 	i+n	ess	•
٧v	ILI	E33	

Sig	nature
	Name
Address	
Contact Number(s): Tel	Mobile
email	

Note:

- 1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
- 2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
- 3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at clause 6.2.1 in GCC in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

3. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'

Ret. No	0. :		Date :			
		er's Name & Address)				
	 Mr					
Sub. :	Notification of Award for Contract for (insert name of the Package)					
Dear S	ir,					
1.0	REFERENCE					
	This has refer	rence to the following:				
1.1	Our Invitation	n for Bids (IFB) dated				
1.2	•	ments for the subject package downloaded loss.buyjunction.in, comprising the following:	by you from the porta			
	Section I Section III Section IV Section V Section VI Section VIII	Invitation for Bids (IFB) Instructions to Bidders (ITB) Qualification Requirements (QR) General Conditions of Contract (GCC) Sample Forms (FORMS) Technical Specifications (TS) Bid Forms & its Attachments (for Envelope-1) Price Schedules (for Envelope-2)				
1.2.1	date	/Errata No to Bidding Documents issued to discussion of the discussion of th				
1.2.2	, issue (Applicable of subsequently (INCLUDE AS	to the Bidding Documents, pursuant to pre- ed to you vide our letters no dated only if any clarification to the Bidding Docu f) FURTHER SUB-PARAGRAPHS ANY OTHER CORF AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO	(Use as applicable) ments has been issued RESPONDENCE MADE TO			
1.3	=	pe of your Bid submitted for the subject por subject p	-			
1.4	Intimation fo	r Opening of Second Envelope issued to you vi	de our letter no			

1.5	Second env	elope	of you	r Bid	submitted	for	the	subject	package	under	Propo	sa
	reference n	10	d	ated			was	opened	d on		(Use	as
	applicable)											

2.0 AWARD OF CONTRACT AND ITS SCOPE

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for successful, efficient, safe and reliable operation of the goods, as detailed in the Bidding Documents unless otherwise specifically excluded in the Bidding Documents or in this Notification of Award.

3.0 **CONTRACT PRICE**

SI.	Price Component	Amount in Rs.
No.		
1.	Total contract price for complete scope of work	
2.	F&I charges including GST, if applicable	
3.	Total for Contract Price	

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

The above prices (except F&I charges) are exclusive of GST, which shall be payable/reimbursable by POWERGRID separately as per the provisions of Bidding Documents read in conjunction with Amendments.

Further, Local Transportation, In-transit insurance, loading and unloading (F&I Charges) are inclusive of GST, if applicable, and in such case the Contractor shall raise GST invoice in such a manner that total liability to POWERGRID on account of F&I charges including applicable GST (if any) thereon (mentioned in the Invoice) remain equal to F&I charges as indicated above.

- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.
- 4.1 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.
- 5.0 The terms and procedures of payment according to which you will be reimbursed are given in Appendix 1 (*Terms and Procedures of Payment*) hereto.
- 6.0 The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Notification of Award.

List of Appendices

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Work Schedule
Appendix 4	LD for delay & Penalty for Poor Printing Quality
Appendix 5	Contract Co-ordination Procedure
Appendix 6^	Summary of Detailed Price Break-up
Appendix 6A^	Detailed Price Break-up of Charges

- 7.0 The work schedule under the contract shall be construed from the date of issue of this Notification of Award for all contractual purposes and shall be as per Appendix-3 of this Notification of Award.
- 8.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.
- 9.0 You shall enter into a Contract Agreement with us within fifteen (15) days from the date of this Notification of Award.
- 10.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully
For and on behalf o
(Name of the Owner)
(Authorised Signatory,

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 5 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules.

1.0 TERMS OF PAYMENT

(i) Price component of the Annual Report (*Deluxe Version*), Annual Report of Subsidiaries and Chairman & Managing Director's Speech for AGM shall be paid as follows:

Hundred percent (100%) price shall be paid within 30(thirty) days after the completion of job, delivery at FOR destination basis at POWERGRID, Corporate Centre, Gurgaon and upon certification of Officer-In-Charge and on presentation of documents as per 1.0 (iii).

ii) Price component of the Annual Report (*Shareholders' Version*) and Printing of Polyenvelopes for Shareholder's Version of Annual Report and AGM Notice Booklet, Attendance Slip with Envelopes shall be paid as follows:

Hundred percent (100%) price shall be paid within 30(thirty) days after the completion of job, packing & delivery at the premise of the mailer appointed by POWERGRID and upon certification of Officer-In-Charge and on presentation of documents as per 1.0 (iii).

- iii) Payments shall be made on presentation of following:
 - Acknowledgement of the Notification of Award by the Contractor.
 - b) An unconditional & irrevocable Bank Guarantee in favour of POWERGRID for ten percent (10%) of the total Contract Price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 6, Section- GCC and as per proforma (Form-2) attached in this section. The CPG shall be kept valid for 06 (months) from the date of award of NOA or until all bills are settled, whichever is later.
 - c) Contractor's detailed invoice.
- 1.1 The payment for any increase/decrease in no. of pages or in no. of copies will be made on pro-rata basis.

2.0 Mode of Payment

All payments to be made directly to the Contractor by POWERGRID through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract. E payment Performa shall be given to successful bidder for one time registration with POWERGRID in order to facilitate direct payment of running bill to Your Bank account.

3.0 Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the contractor. POWERGRID shall affect TDS as per the rules / statutory requirements and issue TDS certificate.

4.0 Bill Tracking System

Prior to submission of bills in physical form, the Contractor shall submit its bills using POWERGRID's Vendor Bill Tracking System as per procedure detailed herein below. Further, the Contractor may also track the status of its bills using POWERGRID's 'On-line Vendor Bill Tracking System'. To use this system the Contractor is required to get itself registered once online at POWERGRID's ERP Portal with the link URL (https://etender.powergrid.in). Once registered, the Contractor may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office(s) under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

- Once registered, the Contractor can log-in to POWERGRID's Vendor Bill Tracking System (BTS) with Vendor Log-In ID and Password.
- b) After login as at (a) above, Contractor is required to make the entry on POWERGRID'S ERP Portal under the tab "Submit New Invoice" and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Contractor/Supplier will receive an automated e-mail forwarding the unique BTS number.
- c) The physical bills alongwith printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Contractor.
- d) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Contractor intimating that the physical copy of the bill has been received and is under verification / processing. However, on receipt of incomplete bill and/or non-receipt of physical bill by POWERGRID official, the incomplete bills/ digital entry in BTS (as the case may be) shall be returned to the Contractor by POWERGRID, which can be viewed under the tab "Invoice Returned".
- e) The day the payment is made, a mail stating the "Bill number, net payment amount and details of the bank from where the payment has been made" will be sent to the Contractor.
- f) The status of Bill submitted by the Contractor can be checked through the BTS number under tab "Invoice Submitted".

PRICE ADJUSTMENT

The Contract price shall remain **FIRM** and **FIXED** and shall not be subject to Price adjustment for the entire duration of the Contract.

End of Appendix – 2

TIME SCHEDULE

1.0 The Contract duration shall be approx. 3 **(Three)** months from the effective date of Contract and the various milestones are as under:

The activities are to be planned in such a manner so that the Printed Annual Reports/CMD Speech along with other related items are received as follows:

- a) The Shareholders version of "Annual Report and other related items & AGM Notice Booklet, Attendance slip with envelopes" should be printed and delivered at the designated mailer's premise in full latest by 23 days before Annual General Meeting (AGM). Tentative date of AGM is 23rd August, 2019.
- b) Delivery of CMD's AGM speech-English & Hindi (complete in all respect) at POWERGID office at Gurgaon: latest by 7 days before AGM.
- c) Delivery of Deluxe version (English & Hindi) of Annual report and Annual Report of Subsidiaries (complete in all respect) at POWERGID office at Gurgaon: latest by 1 month after AGM.
- 2.0 The Contract shall become effective from the date of Notification of Award.
- 3.0 Time for Completion is the essence of Contract.

End of Appendix - 3

LD FOR DELAY & PENALTY FOR POOR PRINTING QUALITY

1.0 LD FOR DELAY:

The timely completion of the work is the essence of this contract. In the event of Contractor's failure to complete the work within stipulated time, the liquidated damages shall be levied @ ½% of the Contract price plus GST payable thereon per week of delay or part thereof and subject to a maximum of 5% of Contract price plus GST payable thereon.

2.0 **PENALTY FOR POOR PRINTING QUALITY:**

During execution of contract, if any, deviation in quality of paper, printing & designing etc. from Technical specifications is noticed/found in the Annual Report and other related material, the recovery on this account will be made up to 20% of the total award value from the contractor by POWERGRID through a committee approved by competent authority

End of Appendix - 4

4. FORM OF CONTRACT AGREEMENT

CONTRACT AGREEMENT BETWEEN (Name of Employer) AND M/s (Name of Contractor)							
THIS CONTRACT AGREEMENT No (also referred to as 'the Contract') is made on the day of 20							
BETWEEN							
(1)							
and							
(2) M/s (Name of the Contractor), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor)							
WHEREAS the Employer desires to engage the Contractor for the supply of services interalia including							
NOW IT IS HEREBY AGREED as follows:							
Article 1. Contract Documents							
1.1 Contract Documents (Reference GCC Clause 2.2)							
The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:							
VOLUME – A							
 This Contract Agreement and the Appendices thereto. Notification of Award Ref. No dated							
VOLUME _ P							

"Bidding Documents" comprising of the following:

3.

Section IV General Conditions of Contract (GCC)

Section V Sample Forms (FORMS)
Section VI Technical Specifications (TS)

Any Amendments to Bidding Documents

VOLUME - C

5. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

- 1.3 Definitions (Reference GCC Clause 2)
- 1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price

SI.	Price Component	Amount in Rs.
No.		
1.	Total contract price for complete scope of work	
2.	F&I charges including GST, if applicable	
3.	Total for Contract Price	

The above prices (except F&I charges) are exclusive of GST, which shall be payable/reimbursable by POWERGRID separately as per the provisions of Bidding Documents read in conjunction with Amendments.

Further, Local Transportation, In-transit insurance, loading and unloading (F&I Charges) are inclusive of GST, if applicable, and in such case the Contractor shall raise GST invoice in such a manner that total liability to POWERGRID on account of

F&I charges including applicable GST (if any) thereon *(mentioned in the Invoice)* remain equal to F&I charges as indicated above.

Article 3. Effective Date for Determining the Delivery Schedule

The F	Period	of (Contract	shall	be	determined	from	the	date	after	the	Notifica	ation	of
Awar	d i.e	fron	n											

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer	Signed by for and on behalf of the Contactor
Signature	Signature
Title	Title
in the presence of	in the presence of

5. FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

This is t	to certify that M/s. $_{-\!-\!-\!-}$	(insert Name & /	(insert Name & Address of the Contractor				
	who have submitted	their bid to(insert name o	of the Employer)				
against	their tender specification	n Vide ref. No for .	(insert name of the				
packag	e alongwith the project	name) is our customer	for the past				
years.							
Their fi	nancial transaction with	our Bank have been satisfactory.	They enjoy the following				
fund b	ased and non fund bas	sed limits including for guarante	es, L/C and other credit				
		he extent of utilization as on date i					
SI. No.	Type of Facility	Sanctioned Limit as on Date	Utilisation as on Date				
110.							
			L				
This let	ter is issued at the reque	st of M/s					
		,					
		Signature _					
		Name of B	ank				
		Name of Aut	horised Signatory				
		_					
		Designation					
		Phone No					
		Priorie No					
		Address					
SEAL O	F THE BANK						
Seal of	the Contractor:						