

SAMPLE FORMS (FORMS)

FOR

**Empanelment of Agency(s) for In-house Reprographics facilities for
POWERGRID Corporate office at Plot no. 2, Sector 29, Gurugram.**

SPECIFICATION NO.:- CC/NT/S-MISC/DOM/A15/26/05968



पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Power Grid Corporation of India Limited
(A Government of India Enterprises)

This Section (Section –V) 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.)

Bank Guarantee No.:

Date:

To:

**Power Grid Corporation of India Limited
'Saudamini', 3rd Floor, Plot No.-2, Sector-29
Gurgaon (Haryana) - 122001.**

WHEREAS M/s. (*insert name of Bidder*)..... having its Registered/Head Office at (*insert address of the Bidder*) (hereinafter called "the Bidder" **which expression shall include its successors, administrators, executors and assigns**) has submitted its Bid for the performance of the contract for **“Empanelment of Agency(s) for In-house Reprographics facilities for POWERGRID Corporate office at Plot no. 2, Sector 29, Gurugram”** under Spec. No. CC/NT/S-MISC/DOM/A15/26/05968 (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE (*Insert name & address of the issuing bank*) having its Registered/Head Office at(*insert address of registered office of the bank*)..... (hereinafter called "the Bank" **which expression shall include its successors, administrators, executors and assigns**), are bound unto **Power Grid Corporation of India Limited, Gurgaon** (hereinafter called "the Employer") in the sum of(*insert amount of Bid Security in figures & words*)..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; 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 Attachment – Declaration of the Bid; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause; or

- (4) In the case of a successful Bidder, if the Bidder fails within the specified time limit
- (i) to furnish the required performance security, in accordance with to keep the bid security valid as per requirement of ITB clause 9.0.
 - (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 SCC 9.2 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): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

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

(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.)

Bank Guarantee No.

Date.....

LOA/Contract No.....

..... *[Name of Contract]*.....

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

Signed on..... *(insert date of the notification of award) ... between you and M/s* *(Name of Contractor)*,

(OR)

vide notification of award issued on.....*(insert date of the notification of award) ... by you to M/s* *(Name of Contractor)*,

having its Principal place of business at *(Address of Contractor)* and Registered Office at *(Registered address of Contractor)* ("the Contractor") concerning *(Indicate brief scope of work)* for the complete execution of the *(insert name of Package alongwith name of the Project)*..... *[Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]*

(OR)

We refer to the Contract ("the Contract")

Signed on..... *(insert date of the notification of award) ... between you and M/s* *(Name of Contractor)*,

(OR)

vide notification of award issued on.....*(insert date of the notification of award) ... by you to M/s* *(Name of Contractor)*,

having its Principal place of business at *(Address of Contractor)* and Registered Office at *(Registered address of Contractor)* ("the Contractor") and the Contract ("the Contract") signed on *(insert date of the Contract)*..... between you and M/s *(Name of Associate)*, having its Principal place of business at

.....(Address of Associate) and Registered Office at(Registered address of Associate), the Associate of the Contractor for executing the Facilities concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to i.e., **Ten Percent (10%)** of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (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 Contractor, 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):

Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

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 signatures 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 GCC clause 9.4 in SCC 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 'LETTER OF AWARD OF CONTRACT'

Ref. No. :

Date :

.....(*insert Supplier's Name & Address*).....

.....

.....

.....

Attn : Mr.....

Sub. : Notification of Award for Contract for (*insert name of the Package*) Specification No.:
..... Domestic Competitive Bidding. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Bids (IFB) dated

1.2 Bidding documents for the subject package downloaded by you from the portal <https://pqcileps.buyjunction.in>, comprising the following:

- Section I Invitation for Bids (IFB)
- Section II Instructions to Bidders (ITB)
- Section III General Conditions of Contract (GCC)
- Section IV Sample Forms
- Section V Technical Specifications & SCC
- Section VI Bid Forms & its Attachments (*for Envelope-1*)
- Section VII Price Schedules (*for Envelope-2*)

1.2.1 Amendment/Errata No. to Bidding Documents issued to you vide our letter no. dated (*Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently*)

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on, issued to you vide our letters no. dated (*Use as applicable*) (*Applicable only if any clarification to the Bidding Documents has been issued subsequently*)
(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

1.3 First envelope of your Bid submitted for the subject package under Proposal reference no. dated was opened on (*Use as applicable*)

1.4 Intimation for Opening of Second Envelope issued to you vide our letter no. dated

1.5 Second envelope of your Bid submitted for the subject package under Proposal reference no. dated was opened on (*Use as applicable*)

1.6 Post bid discussions we had with you on various dates from to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (LOA)-1 with this Notification of Award. *[modify as applicable]*

2.0 **AWARD OF CONTRACT AND ITS SCOPE**

2.1 We confirm having accepted your Bid (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 *[modify as applicable]* above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above) *[modify as applicable]*, and award on you the Contract' for *(insert name of Package alongwith name of the Project)* The scope of work inter-alia includes *(Indicate brief Scope of Work)*, as detailed in the documents referred hereinabove.

The scope of work under this Letter of Award (LOA) 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**

3.1 The total Contract Price for the entire scope of work under this Contract shall be *(Specify the currency and the amount in figures & words)* as per the following break-up:

Sl. No.	Price Component	Amount in Rs.
1.	Total contract price for complete scope of work	
4.	Total for Contract Price	

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

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

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.

4.0 You are required to furnish at the earliest a Performance Security, as per the Bidding Documents, for an amount of *(Specify the value)* i.e. equal to 10 % (Ten percent) of the Contract Price. **In case the performance security is submitted in the form of Bank Guarantee, it should be valid up to and including**

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 Time Schedule
- Appendix 4 ^ Summary of Detailed Price Break-up

7.0 The Time schedule/ Completion Period 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 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 of
.....(Name of the Owner).....
(Authorised Signatory)

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 – 1

TIME SCHEDULE

1.0 The Project Completion Schedule shall be as follows:

S.No.	Activities	Completion period in days from the effective date of LOA
1.	Empanelment of Agency(s) for In-house Reprographics facilities for POWERGRID Corporate office at Plot no. 2, Sector 29, Gurugram” under Spec. No. CC/NT/S-MISC/DOM/A15/26/05968	02 Years

End of Appendix – 2