

SECTION - VI

SAMPLE FORMS AND PROCEDURES (FORMS)

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Preamble

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 Supplier subsequent to the award of the 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.

The Bidder shall provide the Bid Security, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to the provisions in the Instructions to Bidders.

The Form of Supply Agreement and Form of Service Agreement shall be used unamended, except for the need to complete Article 1.1 (Contract Documents), as appropriate and as may be required to suit the specific requirement of the Contract. The form shall also include the Appendices listed, as required, which should be completed according to the instructions for their completion provided at the beginning of each Appendix. The Bid Price Schedule deemed to form part of the Contract, shall be modified according to any corrections or modifications to the accepted bid resulting from price corrections, pursuant to the provisions of the Instructions to Bidders.

The Performance Security(ies) and Advance Bank Guarantee forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Advance Bank Guarantee, according to one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid, other specific agreement, if any, and the Contract, the text of the Forms herein may need to be modified to some extent. The Purchaser reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/Supplier shall be effected only if the same is approved by the Purchaser. The Purchaser's decision in this regard shall be final and binding.

1. FORM OF 'NOTIFICATION OF AWARD'

Ref. No. :

Date :

(Insert Supplier's Name & Address).....

.....
.....
.....

Attn : Mr.....

Sub. : Notification of Award for Supply of Goods and Related Services for *(insert name of the Project)* NIT dated

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Notice Inviting Tender (NIT) dated

1.2 Bidding documents for the project issued to you vide our letter Ref. No. dated, comprising the following:

- a) Volume-I: Conditions of Contract
- b) Volume-II: Technical Specifications
- c) Volume-III: Bid Form & Bid Price Schedule

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 Project 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 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 (NOA)-1 with this Notification of Award.

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), and award on you the '**Supply of Goods and Related Services Contract**' required for the complete execution of the Project for (insert name of the Project), as detailed in the documents referred hereinabove. The scope of work inter-alia includes the following:

..... (Indicate brief Scope of Work)

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 the successful Completion of your scope under the Contract for (insert name of the Project), unless otherwise specifically excluded in the Bidding Documents or in this NOA.

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 excluding GST (in Rs) (A)
1.	Goods to be Supplied (including Spares), including Type Tests Charges for Tests to be conducted	
1A.	Ex-Works Price	
1B.	Freight, In-Transit, Insurance, Loading & Unloading charges	
1C	GST on S. Nos. 1A & 1B	
2.	Demonstration and Training Charges	
2A.	GST on S. No. 2.	
3.	Grand Total (Contract Price)	

4.0 You are required to furnish at the earliest 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 any other performance security is required to be furnished, the same is to be mentioned here)

5.0 For release of Advance Payment (admissible as per the Bidding Documents), equal to 10% of the Ex-works Price component as specified in 1A in the above table, you are, inter-alia, required to furnish an Advance Bank Guarantee. The validity of the Advance Bank Guarantee shall be as specified in Section-IV *General Conditions of Contract (GCC)*, Volume-I of the Bidding Documents. Further, please note that furnishing of all the Contract Performance Securities under the Contract shall be one of the conditions precedents to release of advance under this Contract.

6.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.

7.0 The schedule for Completion of the Scope of Work, shall be ... (*indicate the completion schedule*) months from the date of issuance of this Notification of Award for all contractual purposes.

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 twenty-eight (28) 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 of:

.....(*Name of the Purchaser*).....

(*Authorised Signatory*)

Unconditionally accepted by:

.....(*Name of the Supplier*).....

(*Authorised Signatory*)

Enclosures:

APPENDIX (NOA) – 1- Record Notes of Post - Bid Discussions held on various dates from
..... to

2 Form of Agreement for Supply of Goods and Related Services

SUPPLY OF GOODS AND RELATED SERVICES CONTRACT AGREEMENT BETWEEN
Parbati Koldam Transmission Company Limited (*Name of Purchaser*) AND M/s.
..... (*Name of Supplier*)

THIS CONTRACT AGREEMENT No. is made on the day of
20....

BETWEEN

(1) Parbati Koldam Transmission Company Limited ("**PrKTCL**"), a company registered under the Companies Act, 1956 having its registered office at Unit No. 101, First Floor, Windsor, Village Kolekalyan, off CST Road, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai - 400098 and its corporate office at 5th Floor, FF-1A, JMD Galleria, Sector - 48, Sohna Road, Gurugram - 122018, Haryana (hereinafter called "the Purchaser").

and

(2) M/s (*Name of Supplier*), a company incorporated under the laws of Companies Act 1956/2013 and having its Principal place of business at (*Address of Supplier*) and Registered Office at (*Registered address of Supplier*) (hereinafter called "the Supplier" and also referred to as "....(*insert abbreviated name of the Supplier*)")

WHEREAS, the Purchaser desires to engage the Supplier for [*Brief Scope of Work*] for [*Name of the Project*] as defined in the Scope of Work and the Supplier has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

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 Supply of Goods and Related Services Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. dated

VOLUME - B

3. "Bidding Documents" comprising of the following:

- a) Volume-I: Conditions of Contract
- b) Volume-II: Technical Specifications
- c) Volume-III: Bid Form & Bid Price Schedule

VOLUME - C

4. Bid Submitted by the Supplier.

(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 (Reference GCC Clause 1.2)

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 1/SCC Clause 1)

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

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall be the aggregate of (*Amount in words*) (*.....(amount in figures)*), or such other sums as may be determined in accordance with the terms and Conditions of the Contract. The break-up of the Contract Price is as under:

Sl. No.	Price Component	Amount excluding GST (in Rs) (A)
1.	Goods to be Supplied (including Spares), including Type Tests Charges for Tests to be conducted	
1A.	Ex-Works Price	
1B.	Freight, In-Transit, Insurance, Loading & Unloading charges	
1C	GST on S. Nos. 1A & 1B	
2.	Demonstration and Training Charges	
2A.	GST on S. No. 2.	
3.	Grand Total (Contract Price)	

2.2 Terms of Payment (Reference GCC Clause 8)

The terms and procedures of payment according to which the Purchaser will pay the Supplier are given in Appendix 1A (Terms and Procedures of Payment) in Section-IV, GCC.

Article 3. Effective Date for Determining Time for Completion

Effective Date (Reference GCC Clause 1.1 (I))

The Time of Completion of Supply of Goods and Related Services shall be determined from the date of the Notification of Award i.e., from

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto and in the GCC, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1	Terms & Procedures of Payment(Volume-I, GCC)
Appendix 2	Price Adjustment (Volume-I, GCC)
Appendix 3	Insurance Requirements (Volume-I, GCC)
Appendix 4	Delivery Schedule(Volume-I, GCC)
Appendix 5	List of Documents for Approval or Review (Volume-I, GCC)
Appendix 6	BOQ/ Billing Breakup
Appendix 7	Performance Security Form
Appendix 8	Bank Guarantee Form for Advance Payment
Appendix 9	Form of Taking Over Certificate
Appendix 10	Form of Extension of Bank Guarantee

IN WITNESS WHEREOF the Purchaser and the Supplier 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 Purchaser

.....

Signature

.....

Title

in the presence of

Signed by for and
on behalf of the Supplier

.....

Signature

.....

Title

in the presence of

Appendix – 7: Performance Security Form

(For the purpose of verification/confirmation of this Bank Guarantee by the Purchaser, 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.....

NOA/Contract No.....

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

To: [Name and address of the Purchaser]

Dear Sir (s),

We refer to the Contract ("the Contract")

signed on(insert date of the Contract)..... between you and M/s (Name of Supplier),

(or)

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

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

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 Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-mentioned limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier 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 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 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): 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 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."

Appendix - 8: Bank Guarantee Form for Advance Payment

(For the purpose of verification/confirmation of this Bank Guarantee by the Purchaser, 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.....

NOA / Contract No.....

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

To: [Name and address of the Purchaser]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

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

(OR)

signed on(insert date of the Contract)..... between you and M/s (Name of Supplier),

having its Principal place of business at(Address of Supplier) and Registered Office at(Registered address of Supplier)

..... ("the Supplier") concerning (Indicate brief scope of work) for the complete execution of the (insert name of the Project).....

Whereas, in accordance with the terms of the said Contract, the Purchaser has agreed to pay or cause to be paid to the Supplier an interest bearing Advance Payment against furnishing of an irrevocable bank guarantee for an amount of(Amount in figures and words)which is equal to **[100% (one hundred percent) of the amount of Advance Payment]**.

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 repayment of(Amount of the bank guarantee in figures and words)..... upon the first demand of the Purchaser without cavil or argument in the event that the Supplier fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Supplier from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Supplier up to ninety (90) days beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to ninety (90) days beyond the date of Completion of the Goods and Related Services under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto ninety (90) days beyond the date of Completion of the Facilities by the Purchaser i.e. upto and inclusive of (dd/mm/yy).

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 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."

Appendix – 9: Form of Taking Over Certificate

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Supplier)

Dear Sir (s),

Pursuant to GCC 20 (Completion) of the General Conditions of the Contract entered into between yourselves and the Purchaser dated relating to the *(insert brief description of the Scope of Work)*..... we hereby notify you that the Scope of Work for Supply of Goods and Related Services was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Purchaser hereby takes over the Goods supplied under the Contract, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description of the Supply of Goods or part thereof

.....
.....

2. Date of Completion :.....

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title

(Authorized Signatory)

Appendix - 10: Form of Extension of Bank Guarantee

Ref. No.....

Dated:.....

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

Dear Sir (s),

Sub.: Extension of Bank Guarantee No. dated for,
issued to you on behalf of M/s.(*insert name of the Supplier*) in respect of
Contract No. dated for (*insert name of the Project*)
.....(hereinafter called original Bank Guarantee).

At the request of M/s..... (*insert name of the Supplier*), We(*insert name & address of the issuing bank*), a Bank organized under the laws of and
having its Registered/Head Office at(*insert address of registered office of the bank*)..... do hereby extend our liability under the above-mentioned Guarantee
No. Dated for a further period of Years/Months
from to expire on Except as provided above, all other terms and
conditions of the original Bank Guarantee No. dated shall remain
unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

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.

----- End of Section-VI SAMPLE FORMS AND PROCEDURES -----

