

**SECTION -VII**

**SAMPLE FORMS**

**9.1. BID FORM AND PRICE SCHEDULES**

Date. ....

TO: (Name and Address of Purchaser)  
Gentlemen and/or Ladies:

Having examined the Bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver. .... (Description of Materials / equipment) in conformity with the said bidding documents for the sum of. .... (total bid amount in words and in figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Materials / equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid upto ..... (period of validity of the Bid) specified in Clause ..... and it will remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, will constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify / confirm that we comply with the eligibility requirements as per clause of the bidding documents.

Dated this. ....day of. ....2002

\_\_\_\_\_  
\_\_\_\_\_  
*[Signature]*

*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of

\_\_\_\_\_

## PRICE SCHEDULE

Sl. No.	Description of Material	Quantity Required	APTRANSCO Delivery Schedule	Quantity offered by the Bidder	Whether rate is firm or Variable
1	2	3	4	5	6

Free at Destination Stores		Excise Duty	Sales Tax	Any other tax / duties (Specify)	Unit Price	Discount if any	Total Price (Rs.)	Remarks
Ex-Works price per unit	Packing & Forwarding Freight and Insurance							
7	8	9	10	11	12	13	14	15

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Note: Columns 1 to 4 to be filled in by the Purchaser and the remaining columns are to be filled by the Bidder.

**Signature of the Bidder**

**9.2.a. BID SECURITY FORM**

Whereas. .... (hereinafter called "the Bidder") has submitted its Bid dated (date of submission of bid) for the supply of .....(name and /or description of the materials / equipment) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE. ....(name of bank) having our registered office at .....(address of bank)(hereinafter called "the Bank"), are bound unto .....(name of Purchaser) (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_day of \_\_\_\_\_ 2002.

THE CONDITIONS of this obligation are:

1. If the Bidder
  - (a) Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
  - (b) Does not accept the correction of errors in accordance with the Bid Specification or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
  - (a) fails or refuses to furnish the performance security, in accordance with the Bid Specification.
  - (b) fails or refuses to execute the Contract Form if required; or

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after .....(Specification Date) the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the Bank)

**NOTE:** This will be executed on a Rs.100/- non-judicial stamp paper issued by a scheduled Bank.

## **9.2.b. PERMANENT BID SECURITY FORM**

Whereas the APTRANSCO has afforded a facility to bidders submitting bids in response to notices of the APTRANSCO calling for bids for supply of materials or rendering of services permitting bidders who furnish a permanent bid security of Rs.2,50,000/- in the shape of cash / Govt. securities / Bank Guarantees in lieu of cash to have their bids considered without separate payment of bid security with each bid; whereas M/s. \_\_\_\_\_ (company's name and full address) has offered the guarantee of this \_\_\_\_\_ bank, the (name of Bank and full address) towards fixed bid security and the APTRANSCO has agreed to accept the same and the obligations of the bidder have been incorporated in agreement dated. \_\_\_\_\_ which will be read as part of this guarantee; we \_\_\_\_\_ bank Ltd., do hereby undertake to indemnify and keep indemnified the APTRANSCO by reasons of any breach by the bidder afore mentioned of any terms and conditions of any of the bid quotations or the bids submitted by the bidder which are considered by the APTRANSCO in accordance with the terms of the agreement dated. \_\_\_\_ or the contract entered into pursuant to such bids.

We (Name of the Bank & full address) further agree that the guarantee herein contained will remain in full force and effect upto and inclusive of the (date of validity) and that it will continued to be enforceable till all the terms and conditions of the APTRANSCO under or by virtue of any of the said bid quotations or bids or contracts have been fully complied with and its claims satisfied or discharged or till all the Chief Engineers of APTRANSCO certify that the terms and conditions of the said bid quotation have been fully and properly carried out by the said M/s. (Name of the Bidder & full address) and accordingly discharge the guarantee subject however that the APTRANSCO will have no right under this bond after the expiry of three (3) years period from the date of its execution. We the guarantor bank undertake to pay the amount guaranteed hereunder or such part thereof as required within one week of the sum being demanded by the APTRANSCO without reference to the supplier and without questioning the right of the demand. We \_\_\_\_\_ bank Ltd., lastly undertake not to revoke this guarantee during its currency except with the prior consent of the APTRANSCO in writing.

Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs.2,50,000/- (Rupees Two lakh fifty thousand only). Our guarantee will remain in force until \_\_\_\_\_. Unless a claim under this guarantee is made against us within six (6) months from this date all the rights under this guarantee will be forfeited and we will be relieved and discharged from all liability hereunder.

Dated this the \_\_\_\_ day of \_\_ (month) \_\_ (year)

For \_\_\_\_\_ Bank Ltd.,

STATION

for \_\_\_\_\_ (Bank Ltd.)  
Authorized signatories

Note :

- a. Bank Guarantee should be furnished on Rs.100/- non judicial stamp paper
- b. The B.G. should be valid for a period of 3 years in the first instance
- c. The date of the agreement will be earlier to or the same as the date of Bank Guarantee

### **9.2.c. Agreement to Permanent Bid Security**

Whereas the APTRANSCO has afforded a facility to persons submitting bids in response to notice of the APTRANSCO calling for bids for supply of materials or rendering of services permitting bidders who furnish a permanent bid security for Rs.2,50,000/- (Rupees Two lakhs fifty thousands) in the shape of cash / Govt. securities / Bank Guarantee in lieu of cash to have their bids considered without separate payment of bid security with each bid.

Whereas we (name & full address of bidder) hereinafter called the bidder intend to avail of the said facility and do hereby furnish the fixed permanent bid security of Rs.2,50,000/- in the shape of Bank Guarantee of the \_\_\_\_\_(bankers name & address)

#### **IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**

1. The Bank Guarantee furnished herewith will in the first instance be valid for three (3) years.
2. So long as the Bank Guarantee is in force all bids submitted by the bidder in response to notices of APTRANSCO inviting bids will be considered by the APTRANSCO without payment of separate bid security with each bid.
3. If there is any default on the part of the bidder in respect of the bid or the contract resulting there from the APTRANSCO will have the unilateral right to call upon the Bank to forthwith pay to the APTRANSCO a sum equivalent to the damages sustained by the APTRANSCO by reason of such default.
4. Where any such amounts have been claimed from and paid by the Bank, the APTRANSCO will not be bound to consider any bid of the bidder submits thereafter unless the Bank Guarantee is restored to the level of Rs.2,50,000/- however, in special cases the APTRANSCO may consider any bid before the guarantee is restored to the full amount of Rs.2,50,000/- if a separate bid security given for the short fall and the bidder undertakes in writing to make good, the short fall in the bank guarantee within 2 months of opening of the bids.

Dated this the \_\_\_ day of \_\_\_(month) \_\_\_(year)

STATION

Signature of Bidder

Note : The Agreement should be furnished on Rs.50/- non judicial stamp paper

### **9.3. CONTRACT FORM**

**THIS AGREEMENT** made the. .... day of. .... 200 Between. ....(Name of Purchaser) of the one part and. ....(Name of Supplier) of the other part:

**WHEREAS** the Purchaser invited bids for certain materials / equipment and ancillary services viz.,  
.....(Brief description of materials / equipment and services) and has accepted a bid by the Supplier for the supply of those materials / equipment and services in the sum of. ....(Contract Price in Words and Figures)(hereinafter called "the Contract Price").

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions will have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents will be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the materials / equipment and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the materials / equipment and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the materials / equipment and services which will be supplied/ provided by the Supplier are as under:

Sl. No.	Brief description of materials / equipment & services	Quantity to be supplied	Unit Price Rs.	Total Price Rs.	Delivery Terms

**TOTAL VALUE: (Rupees \_\_\_\_\_ only)**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed, Sealed and Delivered by the

said. ....(for the Purchaser)

in the presence of. ....

Signed, Sealed and Delivered by the

said. ....(for the Supplier)

in the presence of. ....

**NOTE:** To be executed on a Rs.100/- Non-judicial stamp paper.

**9.4. PERFORMANCE SECURITY FORM**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS**.....(Name of Supplier)  
(hereinafter called "the Supplier") has undertaken, in pursuance of Contract No.....dated.....200 to supply. ....(Description of materials / equipment and services)  
(hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier will furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of. Rs..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the. ... day of. .... 200

Signature and Seal of Guarantors

.....  
Date. ....200 .

.....  
.....  
Address:.....  
.....  
.....

**NOTE:** This will be executed on a Rs.100/- non-judicial stamp paper issued by a scheduled Bank.

## **9.5. MANUFACTURERS' AUTHORISATION FORM**

No. \_\_\_\_\_ dated

To

Dear Sir,

SPECIFICATION No.

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ (name & descriptions of materials / equipment offered) having factories at \_\_\_\_\_ (address of factory) do hereby authorize M/s. (Name and address of Agent) to submit a bid, and sign the contract with you for the above materials / equipment manufactured by us against the above Specification No..

No Company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, and conclude the contract in regard to this business against this specific Specification No..

We hereby extend our full guarantee and warranty as per Clause \_\_\_\_ of the General Conditions Contract for the materials / equipment and services offered by the above firm against this Specification No..

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

**9.6 PROFORMA FOR PERFORMANCE STATEMENT**

Bid No. \_\_\_\_\_  
Time \_\_\_\_\_ Hours

Date of Opening \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by (full name & address of purchaser)	Order No. and Date	Description and quantity of ordered equipment	Date of Completion of Delivery	
			As per Contract	Actual

Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a Certificate from the Purchaser)

Signature of the Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 9.7 DETAILS TO BE FURNISHED BY THE MANUFACTURER

1. Specification No.	:	
2. Name of the Material	:	
3. Bidder's vendor Registration No. for this item	:	
4. Quantity to be procured	:	
5. Last date and time for submission of Bid	:	
6. Date and time for opening of Bid	:	
7. State whether Bid guarantee is enclosed or Permanent Bid Guarantee available	:	
8. State whether the quotation is in single part/ Two part	:	
9. State whether 20% minimum quantity is quoted	:	
10. Whether willing to furnish performance B.G. @ 5% if order is placed	:	
11. Details of remittance of Specification cost	:	Rs. DD No.                      Date
12. Whether a local SSI Unit/ Local Unit	:	
13. Whether month wise delivery schedule indicated	:	
14. Prices whether variable / Firm	:	
15. Whether any other tax / duty payable. If so give details and the same is included / not included.	:	
16. State whether APTRANSCO terms of payment are accepted.	:	
17. Quantity offered for supply	:	
18. State whether 90 days validity offered	:	
19. Whether sample is enclosed (if specified)	:	
20. Whether the material / equipment offered conforms to the relevant APTRANSCO Specification	:	
21. Whether you have executed orders of the APTRANSCO previously for these items. (Please give details)	:	
22. Similar details in respect of supplies made to other utilities	:	
23. Whether Bid guarantee exemption letter enclosed, if exempted.	:	
24. Whether sales tax clearance certificate enclosed	:	
25. Whether Income-tax clearance certificate enclosed.	:	

## **9.8. SCHEDULE OF DEVIATION**

### **a. TECHNICAL**

<b>Sl. No.</b>	<b>Requirements / Equipment</b>	<b>Specification Clause No.</b>	<b>Deviations</b>	<b>Remarks</b>

It is hereby conformed that except for deviations mentioned above, the offer conforms to all the other features specified in Technical Specification Section \_\_\_ of this Bid Document

Place :

Signature of the Bidder :

Date :

Name :

Business address :

### **b. COMMERCIAL**

<b>Sl. No.</b>	<b>Requirements / Equipment</b>	<b>Specification Clause No.</b>	<b>Deviations</b>	<b>Remarks</b>

It is hereby conformed that except for deviations mentioned above, the offer conforms to all the other features specified in Commercial Specification Section \_\_\_ of this Bid Document

Place :

Signature of the Bidder :

Date :

Name :

Business address :

**9.9. STATEMENT SHOWING THE DETAILS OF MATERIALS TO BE REVIEWED PERIODICALLY**

**Statement – I**

**For APTRANSCO**

S.No.	Material	Annual Indent	Stock as on 1st April	Materials received so far	Material received during the month	Quantity on order	Quantity expected during the year	Stock as on -----
1	2	3	4	5	6	7	8	9

**Statement - II**

For \_\_\_\_\_ Circle

S.No.	District stores	Indent	Stock as on 1st April	Arranged upto end of this month	Arranged during the month	Stock as on -----
1	2	3	4	5	6	7