Annexure-A to Bid

STANDARD FORMS

1. Letter of Offer Technical Proposal
2. Bid Security form in case of Bank Guarantee
3. Schedule of Technical Data (As per relevant specifications)
4. Schedule of deviations from Technical Specifications.
5. Schedule of Qualification of Bidders.
6. Schedule of delivery
7. Certificate / Declaration (Not indulging in illegitimate business practices)
8. Letter of Offer Financial Proposal
9. Schedule of Prices for equipment / material
10. Form of Undertaking Joint Venture Partners
11. Production Capacity of Manufacturer
12. Annexure-I of PPRA SRO 592

FORM OF TECHNICAL BID

Date:
Bid for Tender No:____

____

To:

Chief Engineer (Development) PMU
GEPCO, Gujranwala

Gentleman,

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: NIL
(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery and Completion Schedule, the Goods as stated below on ____ ____ ____

[Bidder to delete item(s) not quoted in its Bid]

(c) We undertake that the Bid Security and requirements of the Bidding Documents are enclosed with Technical Bid.
(d) Our Bid shall be valid for a period of ____________days from the date fixed for the bid opening deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(e) If our Bid is accepted, we commit to submit a Performance Security for the due performance of the Contract/Purchase Order.
(f) We understand that our Bid (Technical Bid), together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

Name ____

In the capacity of ____

Signed and Stamped____

Duly authorized to sign the Bid for and on behalf of ____________________(Name of Bidder)

Date ___________________

Witness:

Name: ______________________________

Signature: ___________________________
Address: ____________________________

BID SECURITY FORM

Security Executed on____________________

Name of Surety with Address ____
(Not other than a scheduled Bank in Pakistan)
Name of Principal (Supplier) with address ___________________________________
____Penal sum of Security
____
____ (express in words and figures)
____Date of Bid_______________________________

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto the Gujranwala Electric Power Company "GEPCO" (hereinafter called the Purchaser) in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated __________________for Bid No. ______________for GEPCO; and

WHEREAS, the GEPCO has required as a condition for considering said Bid that the Bidder deposits with the GEPCO either a certified cheque or cheques or cashier's cheque or cheques, or banker's draft or deposit WAPDA Bonds with the specified Bank equivalent to not less than ____( ) or in lieu thereof furnish a Bid Security in like amount from a Scheduled Bank of Pakistan or in case of foreign bank which has been determined by the Bidder, to be acceptable to the GEPCO.

1. that the Bid Security shall remain valid for not less than Twenty eight (28) days beyond the validity of Bid.
2. that the Bid Security of unsuccessful Bidder will be returned by GEPCO after expiry of its validity or upon signing of the Contract.
3. that in event of failure of the successful Bidder to execute the proposed Contract for such work and furnish the required Performance Security, the entire said sum be paid immediately to the GEPCO as liquidated damages and not as penalty for the successful bidder failure to perform.

NOW THEREFORE, if the successful Supplier shall, within the period specified therefore, on the prescribed form presented to him for signatures enter into a formal contract with GEPCO in accordance with his Bid as accepted and furnish within seven (07) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required upon the form prescribed by the GEPCO for the faithful performance and the proper fulfillment of said Contract or in the event of withdrawal of said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay GEPCO the sum of ____(________________________) upon first written demand of the GEPCO (without cavil or argument) notice of which shall be sent by GEPCO by registered post. duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the GEPCO shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection. The sum of ____(______________________) upon demand from the GEPCO forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounded Surety has executed this instrument under its seal on the date indicated above, the name and seal of the Surety being, hereto affixed and these presents duly signed by its undersigned representative pursuant to GEPCO of its governing body.

WITNESS	**SURETY**
1. ________________________	1. Signature________________________
______________	2. Name________________________
________________________	3. Title________________________
________________ (Corporate Secretary Seal)	
	________________________
	______________
	________________________
2. ________________________	________________ Corporate Surety (Seal)
______________	
________________________	
________________ (Seal)	

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS GIVEN IN SECTION-V

Note:- Attach additional sheets, if necessary.

Sr. No.	CLAUSE NO. OF TECHNICAL SPECIFICATIONS	VARIATION

NOTE: Bidders must recognize that substantial deviations in excess of those defined in Clause 29.4 of Section-II (Instructions to Bidder) may render the bid substantially non-responsive and subject to rejection

SEAL & SIGNATURE OF BIDDER

SCHEDULE OF QUALIFICATION OF BIDDER

NOTES: 1) Please supply the following information with the bid separately and indicate herein its references where this information is available.

2) Non submission of the required information may result in rejection of the bid.

SR. NO.	INFORMATION TO BE SUPPLIED	BID REFERENCES
1.	Name of bidder, business address and country of incorporation.	
2.	Type of firm whether individual owned, partnership, corporation or Joint Venture and the names of its owners or partners.	
3.	Annual report or qualification statement giving general description of the firm, sort and loss of business carried out, balance sheet, profile and loss statement turn over and business done by the firm, duly authenticated.	
4.	Location and address of manufacturing facilities.	
5.	Full description of factories owned and the annual manufacturing capacities of the various items made therein.	
6.	Details of the factory or factories where the offered equipment is proposed to be manufactured. This description should include the facilities and capacities of the particular factories and the processes used in manufacturing. Where parts or components are purchased outside. The details of equipment purchased and the name of the suppliers.	
7.	Detailed description of the quality control, testing and research facilities. If the equipment is manufactured under license, the name of the licenser and details of the licensing arrangement such as the duration of the license. The facilities provided to the bidders by the licenser and whether future improvements are available or not etc. A copy of the license agreement may be attached alongwith copies of amendments/addenda, if any to the same.	
8.	Names, qualifications and experience of the principal technical personnel, (Attach additional sheets, if required).	
9.	The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.	
10.	The time since the particular model of equipment offered has been manufactured and the time for which it has been in service.	
11.	Reference lists of similar works done by the bidders in his country and abroad indicating the name of customer, description and quality of product, year of supply and the approximate value (Attach additional sheets if required).	
12.	Banking reference, Name of Banks and addresses may be given to whom references regarding finance at capability of the bidder may be made.	

NOTE: Bidders are advised to respond fully to above questions to satisfy requirements of bidding document. Failure to provide adequate information may render bid non-responsive.

SEAL & SIGNATUR

SCHEDULE OF DELIVERY						
Delivery period will be reckoned from the date of issuance of Purchase Order (P.O)						
SR. NO.	**DESCRIPTION**	**Unit**	**Qty.**	**Country of Origin**	**Delivery period required FCS**	**Delivery period offered FCS**
1	2	3	4	5	6	7
1	Chemical Foam Type Trolley Mounted (10 Gallon)	No.	220		120 Days	
2	Fire Extinguisher Foam Type (10 Liter)	No.	137			
3	Fire Extinguisher 6 Kg Dry Powder ABC Type	No.	100			
4	Sand Stand with bucket (06 No. in 01 Stand)	No.	150			
5	Sand Container with Showel	No.	150			
6	Chemical Foam Type (02 Gallon)	No.	140			
7	CO^2 type (20+20 KG)	No.	70			
8	CO^2 type (5-7 KG)	No.	200			
9	CO^2 type (20 KG)	No.	70			
10	Chemical Dry Powder Type ABC	Kg.	70			

*Note: This form is mandatory to be filled for the purpose of Evaluation.

CERTIFICATE/DECLARATION

REGARDING NOT INDULGING IN ILLEGITIMATE BUSINESS PRACTICES

[The Seller/Supplier and local agent] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan/WAPDA/GEPCO or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP/WAPDA/GEPCO) through any corrupt business practice.

Without limiting the generality of the foregoing, [the Seller/Supplier and local agent] represent and warrant that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP/ WAPDA/GEPCO, except that which has been expressly declared pursuant hereto.

[The Seller/Supplier and local agent] certify that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP/ WAPDA/GEPCO and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier and local agent] accept full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GOP/ WAPDA/GEPCO under any law, contract or other instrument, be voidable at the option of GOP/ WAPDA/GEPCO .
Not withstanding any rights and remedies exercised by GOP/ WAPDA/GEPCO in this regard,
[the Seller/Supplier and local agent] agree to indemnify GOP/ WAPDA/GEPCO for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP/ WAPDA/GEPCO in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier and local agent] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP/ WAPDA/GEPCO.

For Seller/ Supplier
Signature________________________
Name___________________________
Office held______________________
(seal)

Witnessed by_____________________
Name___________________________
Address_________________________
Occupation______________________
(seal)

For Local Agent
Signature________________________
Name___________________________
Office held______________________
(seal)

Signature___________________________
Name___________________________
Address_________________________
Occupation______________________
(seal)

(LETTER OF OFFER)
FOR FINANCIAL PROPOSAL

To,
Gujranwala Electric Power Company,
GEPCO, Gujranwala, Pakistan.

Gentlemen:

1. The undersigned being a company doing business under the name and address of ____and being duly incorporated under the laws of ________________________ having carefully examined the Bidding Documents, for the Bid No._______________________________________comprising of and also including the following addenda:

   Addendum No._________________________________ dated__________ for the supply of ____do hereby accept and agree to the same forming part and parcel of the contract, do hereby offer to supply the above named work for **the price entered in EPADS V2.0** or such other sum as may be ascertained in accordance with the said conditions of the Contract, and the rates currency components and prices entered in EPADS V2.0 shall form part of this Contract.

2. Should this Bid be accepted by you, we agree;

   a) to send the contract form duly signed on a non-judicial stamp paper of value Rs 1200/- provided in bidding documents, incorporating all agreements between the parties within seven (07) days of the receipt of Letter of Acceptance of this bid.

   b) to furnish a Performance Security in the form of a Bank Guarantee from ____ ____ (Name, Branch & Address of Bank/Insurance Company) to be jointly and severally bound with us in an amount of 10 percent of the above named sum or increased amount in accordance with the Conditions of Contract.

3. We agree that this Bid shall remain valid for a period of ______________days from the date set for opening of Bids, and may be accepted by bidder at any time before the expiration of such period.

4. Until a formal Agreement it is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

5. We understand that bidder(s) are not bound to accept the lowest or any bid bidder may receive, and that bidder will not defray any expenses incurred by us in bidding.

6. As security for the due performance of the undertakings and obligations of this bid, we submit herewith a Bid Security in the amount of Pakistani Rs./US$/Currency _______________of bidder ______________________ Rs./US$/Currency of bidder ______________________________ drawn in your favour or made payable to bidder and valid to the period of Twenty eight (28) days beyond the validity of bid.

7. We understand that all Appendices attached hereto form part of this bid.

8. We under take that we will not indulge in any illegitimate business practice. A certificate/declaration to this effect is attached herewith.

9. Signed this ________________________day of __________20___being duly authorized for and on behalf of ______________________________.

Signature____
Name____
Office held____

(Seal)

Witnessed by ____

Name____

Address____

Occupation ____

(Seal)

SCHEDULE OF PRICES FOR EQUIPMENT/ MATERIAL

SR. NO.	DESCRIPTION	Unit	Total Qty. Required
1	2	3	4
1	Chemical Foam Type Trolley Mounted (10 Gallon)	No.	220
2	Fire Extinguisher Foam Type (10 Liter)	No.	137
3	Fire Extinguisher 6 Kg Dry Powder ABC Type	No.	100
4	Sand Stand with bucket (06 No. in 01 Stand)	No.	150
5	Sand Container with Showel	No.	150
6	Chemical Foam Type (02 Gallon)	No.	140
7	CO^2 type (20+20 KG)	No.	70
8	CO^2 type (5-7 KG)	No.	200
9	CO^2 type (20 KG)	No.	70
10	Chemical Dry Powder Type ABC	Kg	70

NOT TO BE FILLED.
Price should be entered in EPADS V.2. inclusive of GST and all other Taxes & duties. However, the bidder must carefully read the Note provided in the Schedule of Prices, as evaluation shall be carried out strictly in accordance with the same.
You are required to sign and stamp the form accordingly

<u>Note</u>:

i. A bid that does not cover all items within a Lot will be considered non-responsive and rejected.

ii. The Average Annual Turnover (AAT) of the bidder/supplier, calculated from the last three (3) financial years, must be equal to or greater than the total estimated bid price of the Lot(s) for which the bidder is submitting a bid.

For a single Lot: The required AAT must be at least equal to the estimated price of that Lot.
For multiple Lots: The required AAT must be at least equal to the combined estimated prices of all the Lots for which the bidder is submitting a bid.

iii. In above tender, all items cover one Tender LOT.

SEAL & SIGNATURE OF BIDDER

FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

(On NON-JUDICIAL PAPER OF MINIMUM RUPEES.1200/-)

THIS JOINT DEED OF UNDERTAKING executed on this………. day of……….. Two Thousand and ……..........by……. a company incorporated under the laws of …………… and having its Registered Office at ....(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s……………a company incorporated under the laws of……………… and having its Registered Office at…………… (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.. .. .. .a Company incorporated under the laws of……………….. and having its Registered Office at……………. (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract"{in case of award)] against the Identification No…………..for _______________associated with ______________________of ……………………………………………………….. (Hereinafter called the "**Employer**").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated …………….AND WHEREAS the Employer invited bids for the design, manufacture, Supply of Equipment Materials stipulated in the bidding documents under _______________associated with ______________________.

AND WHEREAS as per provisions of Annexure-C to this bidding document 'Qualification Criteria & Experience, and technical provisions forming part of the bidding documents, inter-alia, stipulates that an Undertaking of two or more qualified partners, meeting the requirements of 'Qualification & Evaluation Requirement of the Bidder', as applicable may bid, provided, the Joint Venture fulfills all other requirements of the bidding document and in such a case, the Letter of Bids (Technical & Price Bid Form) shall be signed by the Partner –In Charge so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No……..dated…... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of the bidding document has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, Supply, and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Annexure attached with this undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favor of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of ……………………… has been affixed in my/ our presence pursuant to Board of Director’s Resolution dated ……………	For Lead Partner (Party No.-1) For and on behalf of M/s ………………..
Name ………………………………..	
Designation ………………………..	
Signature ……………………………..	(Signature of the authorized representative)

WITNESS :

I. …………………………………

II. …………………………………

Common Seal of ………………………
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated ……………

Name ………………………………...

Designation ……………………………

Signature ………………………………

WITNESS:

I. …………………………………

II. …………………………………

For Party No.-2
For and on behalf of M/s…………………..

(Signature of the authorized
representative)

Production Capacity form for manufacturer

Sr #	Total Factory Production Capacity (No. or Sets or other unit)/Year	Order in Hand (No. or Sets or other unit)	Expected order during execution of this contract if awarded(No. or Sets or other unit)	Remaining Capacity of Factory(No. or Sets or other unit)
A	B	C	D	E=(B-C-D)

Signed & Stamped by Manufacturer

Annex-I of PPRA SRO 592

Beneficial Ownership Declaration Performa

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contacts.

1. Name: ______________________________
2. Father's Name / Spouse's Name ______________________________
3. CNIC/NICOP/Passport No. ______________________________
4. Nationality ______________________________
5. Residential Address ______________________________
6. Email Address ______________________________
7. Date on which shareholding, control or interest acquired in the business.

   ____

8. In case of indirect shareholding, control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control, following additional particulars to be provided.

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/Limited Liability Partnership/ Association of Persons/Single Member Company/Partnership Firm/Trust/Any other individual, body corporate (to be specified	Date of Incorporation/registration	Name of Registering Authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the Company	Identify of natural person who ultimate owns or control the legal person or arrangement

9. Information about Board of Directors (details shall be provided regarding number of shares in the capital of the company as set opposite respective names)

1	2	3	4	5	6	7	8
Name and surname (In Block Letters)	CNIC No. (in case of foreigner, Passport No.)	Father's / Husband's name in full	Current Nationality	Any other Nation a lity (ies)	Occupation	Residential Address in full or the registered/ principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figure and words)
			Total number of shares taken (in figures and words)				

10. Any other information incidental to or relevant to Beneficial Owner(s).

[Additional page may be added if required]

Name and Signature
(Person authorized to issue notice on behalf of the company)