Additional Forms and Documents

Form 1: Form of Bid

(Bidders is required to fill, sign, stamp and upload this form in vendor response otherwise bidder may be disqualified.)

Date:

To: Gentlemen and/or Ladies:

Having examined the Bidding Documents including Addenda Nos:__________________ *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver ______________________________________***[description of goods and services]***, price valid for _____________________***[insert bid validity days]*** in conformity with the said Bidding Documents for the sum of ___________________________________***[total Bid Amount in words and 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 declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming [*insert the name of the Appointing Authority*], to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause.**

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

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to
ITB.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall 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 **ITB Clause 3** of the Bidding Documents.

Dated this____________________day of__________________20_______.

*(Name)*____ *[signature]*

[in the capacity of]

Duly authorized to sign Bid for and on behalf of ______________________________________

Form 2 : Delivery/Completion Schedule

(Bidders is required to fill, sign, stamp and upload this form in vendor response otherwise bidder may be disqualified.)

Tender No.	Type	Lot No.	Description of Material	Specification (Amended to date)	Unit	Qty.	Required delivery period (Days)
4419	NCB	1	LT CT 400/5Amp	DDS-80:2007	Nos.	1,000	As detailed below

Delivery / Completion Schedule :

100% quantity shall be supplied within 90-days starting from the date of issuance of purchase order. In case of expired validity of prototype approval (if applicable under relevant specification) the time taken for obtaining prototype approval will not affect the legitimate delivery schedule of the Purchase Order.

Further read Annexure Section relevant Form/Special Conditions for detailed instructions on mechanism for delivery / inspection.

Early Supply is also acceptable. Delivery period is the essence of the Contract and delivery must be completed not later than the dates specified. The terms "Delivery Date" shall mean the date of 1st day of Inspection or 15th day of Inspection Call whichever is earlier, shall be reckoned as date of delivery of Store to Consignee provided the goods accepted for supply have been delivered within 20-days of issue of Inspection Certificate subject to the condition that the supplier / manufacturer offers the material for Inspection at least 15-days prior to the due date and the offer is not rejected due to being a fake call or material not conforming to the specification.

CONSIGNEE

Dy. Manager, LESCO Regional Store Shalamar,
Dy. Manager, LESCO Regional Store Walgon Sohail,
Dy. Manager, LESCO Regional Store Pattoki,

Name ………………………………………………………………….. in the capacity of …………………………….
Signature of Bidder:
Duly authorized to sign the Bid for and on behalf of ……………………………………………………… Dated on …………………………………… day of ……………………20 ………

Form 3: Bid Security Form

(Bidders is required to fill, sign, stamp and upload this form in vendor response otherwise bidder may be disqualified.)

To: Chief Executive Officer (CEO)
LESCO, Lahore.

Whereas_____________________ [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of submission of Bid] for the delivery of [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE____________________________ [name of Financial Institution] of___________________________________ [name of country], having our registered office at ________________________________[address of Financial Institution] (hereinafter called "the Bank"), are bound unto Chief Engineer (MM) LESCO (hereinafter called "the Procuring Agency") in the sum of_____________________________ [amount] for which payment well and truly to be made to the said Procuring Agency, the Bank binds it-self, 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 Bid
   - (a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
   - (b) Disagreement to arithmetical correction made to the Bid price; or
   - (c) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including Twenty Eight (28) days after the period of Bid Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:……………………………….. in the capacity of ………………………….. signed

[Signature of the Bank]

____

Dated on ………………………… day of ………………. 20 ……….

Form 4: Schedule of Deviations from Technical Specifications

(Bidders is required to fill, sign, stamp and upload this form in vendor response otherwise bidder may be disqualified.)

Note:- **Attach additional sheets, if necessary, Non-listing of deviations, if any, shall make the bid non-responsive.**

Sr. No.	Clause No. of Technical Specifications	Deviations/Clarifications

Stamp with Signature

Form 5: Schedule of Deviations from Contractual Conditions

(Bidders is required to fill, sign, stamp and upload this form in vendor response otherwise bidder may be disqualified.)

It is presumed that the tenderer shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:-

Note:- Attach additional sheets, if necessary, Non-listing of deviations, if any, shall make the bid non-responsive.

Sr. No.	Clause No./Section No.	Deviations/Clarifications

Stamp with Signature

Form 6: Current Litigation Information

(Bidders is required to fill, sign, stamp and upload this form in vendor response otherwise bidder may be disqualified.)

Each Bidder must fill in this form

It is certified that M/s. ___________________________is not involved in the litigation in any court of law against Lahore Electric Supply Company (LESCO) and other DISCOs / any formation of WAPDA till date.

Stamp with Signature

OR

If the firm (M/s. __________________________________) is involved in any litigation against above organizations then provide one page brief alongwith following information on the prescribed proforma.

Name of DISCO / Formation	**P.O / W.O**	**Dated**	**Item**	**Amount Involved (Rs.)**		**Reason for Litigation**	**Current Status with Attested Copies of the evidences** (Under Process / Resolved / Stay Order / Arbitrations)
				Pending or Threatened	**Resolved**		

Net worth of the Firm ending latest fiscal year = ____________________

(Alongwith proof / documentary evidences of required net worth). Audit financial statement / FBR statement must be attached,otherwise bid may be disqualified.

%age of pending or threatened litigation with respect to Net worth __

In case of any information found incorrect from the above, LESCO reserve the right to cancel our tender or prequalification and registration without assigning any reason what so ever and all consequences at our cost.

Stamp with Signature

Form 7: PROFORMA SHOWING PERFORMANCE OF THE FIRM AS PER Past Experience and Completed Contracts (Procurement Form)

(Bidders is required to fill, sign, stamp and upload this form in vendor response otherwise bidder may be disqualified.)

Name of Firm:____

Name of DISCO	PO No. & Date	Description of Material	*Qty. on Order*	Delivery Schedule	Qty. Supplied to date	Date of Supply	Qty. Balance	Material Supplied		Remarks
								In time	Delay	

It is also certified that:-

i) Our firm is not in litigation with any formation of WAPDA / DISCOs.

ii) In case of any information found incorrect from the above, LESCO reserve the right to cancel our tender or prequalification and registration without assigning any reason what so ever and all consequences at our cost.

iii) POs along with relevant GRNs/ICs of same nature/type or higher capacity are attached along with the procurement FORM.

____

Stamp with Signature

Form 8 : Beneficial Ownership Declaration Performa (For Contract Value more than 50 Million) - Annex-I of PPRA SRO 592

Declaration of Ultimate Beneficial Owners Information for Public Procurement Contacts.

(Bidders is required to fill, sign, stamp and upload this form for Contract value more than 50 Million in vendor response otherwise bidder may be disqualified.)

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 Nationality (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)

Form 9 : Conditions for Performance Security

(Bidders is required to read the information written in this form and ensure submission of performance security as per requirements of Procuring Agency)

- The Performance Bond equal to **5%** of the value of the contract including GST from the following Scheduled Bank of Pakistan only:

  Allied Bank Limited, National Bank of Pakistan, Bank Al- Habib, United Bank Limited, Muslim Commercial Bank, Habib Bank Limited, Askari Bank Limited, Bank Al- Falah Limited, The Bank of Punjab, Faysal Bank Limited, Meezan Bank Limited, Zarai Trakiati Bank Limited, Habib Metropolitan Bank Limited, Samba Bank Limited, Standard Chartered Bank Limited, Dubai Islamic Bank Pakistan Limited and JS Bank Limited or from a foreign bank duly counter guaranteed by above Scheduled Bank in

  Pakistan are acceptable operating in Pakistan duly registered with SBP.

  Performance Guarantee in the shape of Shape of Call Deposit Receipt, CDR Demand Draft or Pay Order or Banker's Cheque are acceptable from any Scheduled Bank in Pakistan in favour of the CEO LESCO will be furnished by the successful bidder within **07-days** from the date of issuance of Letter of Intent (LOI). In case of further delay due to late submission of performance guarantee / bond, Purchase Order will be issued after deducting the delayed period from the legitimate delivery schedule mentioned in the LOI or bidding documents. Bank Guarantee shall be furnished on non-judicial stamp paper of value as prescribed by the Government. The Performance security must be furnished along with acceptance of Letter of Intent in writing before the formal issuance of the Purchase Order.

- The performance security shall be valid up to ***12-months*** after completion of FCS and shall be prepared on Performa appended in "Standard Forms".
- ***In case of non-submission of Performance Security within 07-days from the notification of Contract award /*** Notification ***of Award, the bid security shall be forfeited.***
- Performance bond shall be furnished on non-judicial stamp paper of value Rs.500/-.

____

Stamp with Signature

Form 10 : Conditions for Bid Security

(Bidders is required to read the information written in this form and ensure submission of bid security as per requirements of Procuring Agency otherwise bidder may be disqualified.)

The bid security shall be, at the option of the bidder, in the form of Call Deposit Receipt or Pay Order or Banker's Cheque or a Bank Guarantee must be issued in the favor of **CEO LESCO**. Following Schedule Bank of Pakistan are acceptable (For Bid Security)

Allied Bank Limited, National Bank of Pakistan, Bank Al- Habib, United Bank Limited, Muslim Commercial Bank, Habib Bank Limited, Askari Bank Limited, Bank Al- Falah Limited, The Bank of Punjab, Faysal Bank Limited, Meezan Bank Limited, Zarai Trakiati Bank Limited, Habib Metropolitan Bank Limited, Samba Bank Limited, Standard Chartered Bank Limited, Dubai Islamic Bank Pakistan Limited and JS Bank Limited

Bid Security shall be in favour of the **CEO LESCO** valid for a period of 28-days beyond the Bid Validity date. Bid guarantee shall be furnished on non-judicial stamp paper of value Rs.500/-. In case of any amendment in Bid Security, the bidder should also furnish the same on non-judicial stamp paper of value Rs. 500/-.

Note: Bid security declaration is **NOT APPICABLE.**

____

Stamp with Signature

Form 11 : Bid May Liable to Reject/Disqualified/Ineligible

(Bidders is required to read the information written in this form and ensure compliance as per requirements of Procuring Agency otherwise bidder may be Reject/Disqualified/Ineligible)

Bid may be liable to reject/disqualified/Ineligible:-

Bids may liable to be rejected and declared as rejected/non-responsive/disqualified/Ineligible forthwith if:

1. **Firm does not meet Eligibility and Qualification Criteria** as per BDS Clause 3.
2. **Material is not as per required scope of work and specifications.**
3. **All securities requirements are not as per bidding documents** i.e., Bid Security as per bid security conditions mentioned in bidding document and ITB Clause 18.

   Bid security/guarantee in original as per bid security conditions and relevant Form of bidding documents Not accompanied with a bid guarantee or with insufficient/less/short validity or un-acceptable tender/bid guarantee or on format other than provided in the bidding document or or not comply with ITB 18.1, 18.3 to 18.9 or amendment in bid guarantee or submitted bid guarantee is from Banks other than mentioned in bidding document.

4. **Firm is not as per Tax requirements** i.e., the bidder should have registered with Income Tax & Sales Tax Department and be listed on **Active Taxpayer List (ATL)**.
5. **Terms and conditions of bidding documents (undertaking on company letter head that all terms and conditions and clauses of bidding document are acceptable to bidder is not attached.)**
6. In the event that the total amount of pending or threatened litigations, arbitration and other claims represents fifty percent (50%) of the Bidder's net worth.
7. Financial statements and documents to ascertain the financial health of bidder not attached (In case of Litigation only)
8. The bid covers only a part/portion of the required equipment /lot instead of complete quantity.
9. Alternate proposal is submitted with the bid.
10. The bid is illegible in any material, part or contains alteration, additions, deletions, erasers other irregularities.
11. Tender is in some way connected with bids submitted under names different from his own.
12. Any false statement made in the bid or conditional bid is submitted.
13. Bidder didn't fulfill the Past Performance and Completed Contract Experience conditions.
14. Any documents required as per **List of documents required along with the bid** not attached with the bid.
15. Any documents/Forms required as per Annexure Sections of tender document completely filled, signed and stamped not attached with the bid.
16. Complete tender documents not signed and stamped (in original) by the bidder.

Stamp with Signature

Form 12 : Ineligibility Conditions Undertaking

(Bidders is required to read the information (as per ***ITB-3.7)*** written in this form and ensure submission of **Undertaking** as per Following requirements of Procuring Agency/PPRA otherwise bidder may be disqualified.)

1. The Bidder/Firm was not declared bankrupt or, in the case of company or firm, insolvent;

2. Payments in favor of the Bidder/Firm was not suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3. The Bidder/Firm was not convicted, by a final judgment, of any offence involving professional conduct.

4. The Bidder/Firm was not blacklisted locally acknowledged by PPRA or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of Bid securing declaration.

5. The Bidder/Firm has provided to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

Stamp with Signature