



OFFICE OF THE PRINCIPAL
GOVERNMENT POST GRADUATE COLLEGE FOR WOMEN

MARDAN

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STANDARD BIDDING DOCUMENTS
FOR PROCUREMENT, INSTALLATION, TESTING AND
COMMISSIONING OF 15KVA HYBRID SOLAR SYSTEM IN
GOVERNMENT POST GRADUATE COLLEGE FOR WOMEN,
MARDAN

Note: The prospective bidder is expected to carefully examine the Bidding Documents including Terms & Conditions and Specifications etc. Failure to furnish any information required by the said documents or submission of a Bid not substantially responsive to those documents would result in its rejection. The documents may be obtained from the office of the superintendent during working hours or may be downloaded from <http://www.kppra.gov.pk> &

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Notice Inviting Tenders

for Procurement, Installation, Testing and Commissioning

of 15kVA Hybrid Solar System in

Government Post Graduate College for Women, Mardan

The Government Post Graduate College for Women, Mardan, invites sealed bids from eligible firms/companies, for the procurement, installation and commissioning of a 15 kVA Hybrid Solar System out of the college pupil fund. The procurement shall be conducted through the Single Stage-Single Envelope Procedure in accordance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Rules. Tender documents containing all terms and conditions **can be obtained from the office of the undersigned during working hours. The same shall reach the office of the undersigned on or before** 2026 till 10.00 am only via registered post or courier service. Bids shall be opened on the same day i.e. , 2026 at 10:30 A.M, in the presence of bidders who choose to be present. No bid submitted in person by hand will be acceptable.

The following mandatory documents must be attached to the proposals by the bidding firm or company:

- a. Registration with KPPRA along with proof of active status.
- b. Registration with FBR, valid NTN and proof of bidder's name on ATL.
- c. Bid Security of Rs. 50,000/- in the form of Call Deposit Receipt (CDR) issued by
 - a. Scheduled Bank in favor of the Principal, Government College for Women, Mardan (designated account).
- d. Details of the firm's/bidder's active bank account maintained with a Scheduled Bank, including the name and complete address of the branch.
- e. An affidavit duly attested by an Oath Commissioner, stating that the firm/bidder has no record of a previous contract being terminated due to default, unsatisfactory performance, or breach of contract.
- f. Documentary evidence, duly signed and stamped by the Head of the concerned organization, demonstrating successful completion of similar projects during the last five (05) years.
- g. Competent Authority reserves the right to reject any or all the bids as per provisions contained in Rule 47 of KPPRA Rules 2014.

The quotation must carry the authorized signatures of the bidder with official stamp on each and every page of the bid document.

Any bidder who fails to provide the above-mentioned documents shall be declared non-responsive and shall not be considered for further evaluation.

Principal
GPGC(Women)
Mardan

INSTRUCTIONS TO BIDDERS

[Note: These Instructions to Bidders along with Bidding Data not be the part of Contract and will cease to have effect once the contract is signed.]

A. GENERAL

1.1 The Employer as defined in the Bidding Data hereinafter called “the Employer” wishes to receive bids for the construction and completion of works as described in these Bidding Documents, and summarised in the Bidding Data hereinafter referred to as the “Works”.

Bidders must quote for the complete scope of work. Any bid covering partial scope of work will be rejected as non-responsive, pursuant to Clause IB.24.

Source of Funds

2.1 The Employer will utilise the Fund from the source(s), Pupil Fund towards the cost of the project specified in the Bidding Data and it is intended that part of the proceeds of this fund will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

3 Eligible Bidders
firms

meeting the requirements Specified in Bidding Data.

3.1 Bidding is open to all all firms and Joint Ventures of

IB.4 One Bid per
Bidder

4.1 Each bidder shall electronically submit only one bid either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid (other than alternatives if provision exists, pursuant to Clause IB.42) will be disqualified.

IB.5 Eligible Goods
and related Services

1.1 All Goods and ancillary Services to be supplied under this Contract shall have their origin in eligible countries listed in Annexure-A stated in Bidding Data and all expenditures made under the Contract will be limited to such Goods and Services.

1.2 For purpose of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

1.3 The term “origin” means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.4 The origin of Goods and Services is distinct from the nationality of the Bidder.

IB.6
Cost of
Bidding

6.1 The bidders shall bear all costs associated with the Preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.2 The bidders are advised to visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. All cost in this respect shall be at the bidder's own expense.

The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection

BIDDING DOCUMENTS

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Agenda issued in accordance with Clause IB.8 & 9:\

Part-A: Contract Data

1. Instructions to Bidders
2. Bidding Data
3. General Conditions (GC)
4. Particular Conditions (PC)

Part-B: Specific Provisions

5. Specification - Special Provisions
6. Specification - Technical Specifications
7. Letter of Bid
8. Appendices to Bid
9. Standard Form
 - i) Form of Bid Security
 - ii) Form of Contract Agreement
 - iii) Form of Performance Security
 - iv) Form of Mobilization Advance
 - v) Guarantee
 - vi) Drawings

7.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB 28, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification
of Bidding Documents

Any prospective bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Bidding Data. The Employer will respond to any request for clarification which he receives earlier than the period specified in the Bidding Data, prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the Bidding Documents, including a description of the enquiry but without identifying its source.

8.1 The Employer may, on his own or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, are as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.

8.2 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.9 Amendment of
Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub Clause IB9.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

9.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids in accordance with Clause IB.22.

B. PREPARATION OF BIDS

IB.10 Language of
Bid

10.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Engineer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern as specified in Bidding Data.

IB.11 Documents
Comprising the Bid

11.1 The bid prepared by the bidder shall comprise the following components:

- (a) Electronically Bid Submission Letter;

IB 12 Letter of Bid And
Appendices

Letter of Bid duly filled, signed and sealed, in accordance with Clause IB.19;

- b) Appendices (A to K) to Bid duly filled and signed, in accordance with the instructions contained therein.
- c) Bill of Prices completed in accordance with Clauses IB.13 and 14;
- d) Bid Security furnished in accordance with Clause IB.17;
- e) Power of Attorney in accordance with Clause IB 19.5.
- f) Joint Venture Agreement (if applicable). One of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- g) Documentary evidence established in accordance with Clause IB.15 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- h) Documentary evidence established in accordance with Clause IB.16 that the Goods and ancillary Services to be supplied by the bidder are eligible Goods and Services and conform to the Bidding Documents;
- i) Bidders applying for eligibility for domestic preference in bid evaluation shall supply all information & evidence to establish the claim for domestic preference required to satisfy the criteria for eligibility as described in Clause IB.29. The particulars for domestic Goods prescribed in Annexure-c mentioned in Bidding Data shall also be filled in to substantiate claim for domestic preference;
- j) Any other documents prescribed in Contract Data, Contract Data, PC of Contract or Technical Provisions to be submitted with the bid.

12.1 The bidder shall complete, sign and seal the Letter of Bid and Appendices (A to K, or as modified) to Bid furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.11.

12.2 For the purpose of granting a margin of domestic preference pursuant to Clause IB.29, the Employer/Engineer will classify the bids, when submitted in one of three groups as follows:

- (a) Group 'A' Bid.
 - (i) For Goods for which labour, raw materials and components from within Pakistan account for at least 20% of the ex-factory bid price of the products offered.
 - (ii) For Goods for which labour, raw materials and components from within Pakistan account for over 20% and up to 30% of the ex-factory bid price of the products offered.

IB.13 Bid Prices

For Goods for which labour, raw materials and components from within Pakistan account for over 30% of the ex-factory bid price of the products offered.

(b) Group 'B' Bid.

For Goods manufactured in Pakistan for which the domestic value added in the manufacturing cost is less than 20% of the ex-factory bid price; and

(c) Group 'C' Bid.

For Goods of foreign origin. In preparing their bids, the bidders, whether local or foreign, shall enter in the Bill of Quantities ex-factory price for indigenously manufactured products and CIF price as well as customs duty and sales tax and other import charges for products to be imported from outside Pakistan.

13.1 The price and discount if any quoted by the Bidders in the Letter of Bid and in the Bill of Quantity shall conform to the requirement specified below:

13.2 The bids are to be electronically submitted set of the BOQ with prices entered by the bidder in accordance with the instructions issued herein in case of any difference, the electronic bid will be provided.

13.3 The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by a bidder will not be paid for by the Employer when executed and shall be deemed covered by rates and prices for other items in the Bill of Quantities.

13.4 The bidder's separation of price components in accordance with Sub-Clause 13.2 above, will be solely for the purpose of facilitating the comparison of bids by the Employer/Engineer and will not in any way limit its right to contract on any of the terms offered.

13.5 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. When the bidders are required to quote only fixed price(s) a bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clause IB.26.

13.6 Additional / reduced levies due to subsequent changes in legislation shall be reimbursed / deducted as per Sub-Clause

13.7 of the General Conditions (GC).

13.7 If the rates and prices quoted by the bidders are subject to adjustment during the performance of the Contract in accordance with the provisions of Sub Clause 13.8 of the General Conditions (GC). The bidders shall furnish the prescribed information for the price adjustment formulae in Appendix-A to Bid, and shall submit with their bids such

IB.14 Currencies of Bid

other supporting information as required under the said Sub Clause.

13.8 Any discount offered shall be valid for at least the period of validity of the bid. A discount valid for lesser period shall be considered null and void.

14.1 Prices shall be quoted in the following currencies: (Pak Rs)

(a) For Goods and Services which the bidder will supply from within Pakistan, the prices shall be quoted in the Pak. Rupees.

IB.15 Documents Establishing Bidder's Eligibility and Qualifications

15.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

15.2 The documentary evidence of the bidder's eligibility to bid shall establish to the Employer's satisfaction that the bidder, at the time of submission of its bid is from an eligible source country as defined under Clause IB.3.

15.3 The documentary evidence of the bidder's qualification to perform the Contract if its bid is accepted, shall establish to the Employer's/Engineer's satisfaction:

(a) that, in the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods manufacturer or producer to supply the Goods to Pakistan. In this regard The bidder shall submit Manufacturer's Authorization letter

(b) that the Bidder/Manufacturer has the financial, technical and production capability necessary to perform the Contract; and

that, in the case of a bidder not doing business within Pakistan the bidder is or will be (if successful) represented by an agent in Pakistan equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed by the Conditions of Contract and/or Technical Provisions. In such case Bidder's certification is necessary.

(c) the bidder (including all partners of joint venture and subcontractors of a bidder) shall not be under liquidation/blacklisted by the Employer or any other agency.

15.4 (a) Bidder/Manufacturer must possess and provide evidence of experience as mentioned in the Bidding Data;

The Bidder shall certify the capacity and capability of the plant (from which Goods are now offered) for manufacturing, quality assurance and testing facilities, qualified man-power and production/delivery of quality materials according to bid specifications and delivery requirements. The numbers of years of working of such plant having production of same required items and numbers years and such Goods shall have proven successful in the field are mentioned in the Bidding Data.

The bidder shall submit with the bid all necessary documentation in this regard. The Employer/Engineer will have the right to verify the particulars regarding the plant and other related information furnished with the bid and the joint venture as well as the partners thereof shall be liable for disqualification in the event of any mis-statement/mis-representation on their part.

The bidder shall furnish documentary evidence of qualification on the Form "Evidence of Bidder's Eligibility and Qualifications" specified in Bidding Data.

(b) The bidder should have an average annual turnover in the last five years equal to or more than the Total Bid Price. Alternately, the bidder should have successfully completed in the last five years any specific project having value equal to or higher than the total Bid Price. In this regard the bidder has to submit with his bid valid PC.

15.5 Joint Venture: In order for a Joint Venture to qualify;

(a) At least one of the partners of joint venture shall satisfy the relevant experience criteria specified in Sub-Clause 15.4(a) hereinabove.

(b) All firms comprising the joint venture shall be legally constituted and shall meet the eligibility requirement of Sub-Clause 3.1 hereof.

(c) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to Employer for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the authorization mentioned under para (f) below as well as in the Letter of Bid and Form of Contract Agreement (in case of a successful bidder).

(d) The Letter of Bid, and in the case of successful bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.

(e) One of the joint venture partners shall be nominated as being in-charge and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners.

The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.

g) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer.

15.6 The Bidder shall propose, in order of his priority; plant, equipment or goods of not more than three Manufacturers. Employer at his own jurisdiction will evaluate the plant, equipment or goods of only one of such Manufacturers.

16.1 Pursuant to Clause IB.9, the bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and Services which the bidder proposes to perform under the Contract.

16.2 The documentary evidence of the Goods and Services eligibility shall establish to the Employer's satisfaction that they will have their origin in an eligible source country as defined under Clause IB.5. A certificate of origin issued at the time of shipment will satisfy the requirements of the said Clause.

17.3 The documentary evidence of the Goods and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish:

IB.16 Documents
Establishing Goods'
Eligibility

(a) A detailed description of the Goods, essential technical and performance characteristics.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Appendix-C to Bid, Specific Works Data. This will include but not be limited to the following;

(i) A sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Goods to be furnished.

(ii) Details of equipment and machinery with capacity.

(iii) Any other information which is required for evaluation purposes.

(c) A clause-by-clause commentary on Technical Provisions, provided with the Bidding Documents, demonstrating the Goods' and Services' substantial responsiveness to those Specifications or a statement of deviations and exceptions to the provisions of the Technical Provisions as required in Appendix-F to Bid.

16.4 For purpose of the commentary to be furnished pursuant to Sub-Clause 16.3(c) above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, designated by the Engineer in the Technical Provisions are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Engineer's satisfaction that the substitutions are substantially equivalent or superior to those designated in the Technical Provisions. Copies of the standards proposed by the bidder other than those specified in the Bidding Documents shall be furnished.

IB.17 Bid Security 17.1 Each bidder shall furnish, as part of his bid, a Bid Security in original form in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.

The Bid Security of Joint Venture must be in the name of Joint Venture submitting the bid.

17.2 The contractor quoting their bid security more than 10% below on Engineer's estimate shall submit an additional bid security equal to 8% of the bid cost along with the 2% bid security at the time of bid submission.

17.3 The Bid Security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 17.7 hereof.

17.4 Any bid not accompanied by an acceptable Bid Security additional bid security as the case may be rejected by the Employer as non-responsive, pursuant to Clause IB.26.

17.5 The bid securities of unsuccessful bidders will be returned upon award and signing of contract to with the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

17.7 The Bid additional Security may be forfeited:

- (a) if a bidder withdraws his bid during the period of bid validity; or
- (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 26.2 hereof; or
- (c) in the case of a successful bidder, if he fails to:
 - (i) sign the Contract Agreement, in accordance with Clause IB.37.

17.8 In case of annulment, all bids submitted and specially, bid securities, shall be returned to the Bidders within 14 days of annulment.

IB.18 Bid Validity 18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening as prescribed in Clause IB.21.

18.2 In exceptional circumstances prior to expiry of original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.17 in all respects in which case, the Employer will be obligated to compensate the bidders, upon substantiation for their increase in costs.

IB.19 Format and
Signing of Bid

19.1 Bidders are particularly directed that the amount entered on the Letter of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.

19.2 All appendices to Bid are to be properly completed and signed.

19.3 No alteration is to be made in the Letter of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.

19.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies, specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.11 and clearly mark them "ORIGINAL" and "COPY" as appropriate.

19.5 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorising the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

19.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

19.7 Bidders shall indicate in the space provided in the Letter of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

19.8 Bidders should retain a copy of the Bidding Documents as their file copy.

IB.20 Sealing and
Marking of Bids

C. SUBMISSION OF BIDS

20.1 Each bidder shall submit his bid as under:

(a) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(b) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub Clause IB 19.2 hereof.

20.2 The inner and outer envelopes shall:

(a) be addressed to the Employer at the address provided in the Bidding Data.

(b) bear the name and identification number of the contract as defined in the Bidding Data; and

(c) provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

20.3 The Bid shall be submitted electronically while the call deposit and other required documents should be submitted in person or sent by registered mail at the address to Employer as given in Sub-Clause 8.1 heretofore.

20.4 In addition to the identification required in Sub-Clause 20.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.22.

20.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid..

IB.21 Deadline for
Submission of Bids

(a) Bids must be received by the Employer at the address specified in Sub-Clause 8.1 hereof not later than the time and date stipulated in Bidding Data and should match the information given in the Invitation for Bids.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids.

(c) The Bid shall be submitted electronically while the call deposit and other required documents should be submitted in person or sent by registered mail at the address to Employer as given in Sub-Clause 8.1 heretofore.

(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

21.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

21.3 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended

IB.22 Late Bids 22.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

(b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.23 Modification,
Substitution and
Withdrawal of Bids

23.1 Any bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.

23.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.20 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate

23.3 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Letter of Bid may result in forfeiture of the Bid Security pursuant to Clause IB.17.

Determination of Responsiveness

E. BID OPENING AND EVALUATION

- IB.24 Bid Opening
- 24.1 A committee consisting of nominated members by the Employer r will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.23, in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in Bidding Data and should match the information given in the Invitation for Bids.
- The bidders' representatives who are present shall sign in a register evidencing their attendance.
- 24.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.23 shall not be opened.
- 24.3 The bidder's name, total Bid Price and price of any Alternate Proposal(s), any discounts, bid modifications, substitution and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening of bids. The Employer will record minutes of bid opening.
- Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.
- 24.4 Discounts offered for lesser period than the bid validity shall not be considered in evaluation.
- IB.25 Clarification of Bids
- 25.1 To assist in the examination, evaluation and comparison of Bids the Committee may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.
- IB.26 Examination of Bids and
- 26.1 Prior to the detailed evaluation of bids, pursuant to Clause IB.28.

- (a) the Procurement committee will examine the Bids to determine whether;
 - (i) the Bid is complete and does not deviate from the scope,
 - (ii) any computational
 - (iii) errors have been made,
 - (iv) required sureties mandatory requirements have been furnished,

- (v) the documents have been properly signed,
 - (vi) the Bid is valid till required period,
 - (vii) the Bid prices are firm during currency of contract if it is a fixed price bid,
 - (viii) completion period offered is within specified limits,
 - (ix) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience,
 - (x) the Bid does not deviate from basic technical requirements and
 - x) the Bids are generally in order.
- (b) A bid is likely not to be considered, if;
- (i) it is unsigned,
 - (ii) its validity is less than specified,
 - (iii) it is submitted for incomplete scope of work,
 - (iv) it indicates completion period later than specified, and
 - v) it indicates that Works including plant and materials to be supplied do not meet eligibility requirements,
- (c) A bid will not be considered, if;
- (i) it is not accompanied with bid security/additional security as the case may be
 - (ii) it is submitted by a bidder who has participated in more than one bid,
 - (iii) it is received after the deadline for submission of bids,
 - (iv) it is submitted through fax, telex, telegram or email,
 - (v) it indicates that prices quoted are not firm during currency of the contract whereas the bidders are required to quote fixed price(s),
 - (vi) the bidder refuses to accept arithmetic correction,
 - (vii) the bidder and its manufacturer of major Plant do not meet the requisite qualification criteria, and
 - (viii) it is materially and substantially different from the Conditions/Specifications of the Bidding Documents.
 - (ix) The bid not supported by the mandatory required documents.

26.2 Arithmetical errors will be rectified on the following basis;

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy

between the total Bid price entered in Letter of Bid and the total shown in Bill of Quantities Summary, the amount stated in the Letter of Bid will be corrected by the Employer/Engineer in accordance with the Corrected Bill of Quantities.

If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

26.3 Prior to the detailed evaluation, pursuant to Clause IB.26 the Employer/Engineer will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions and reflected in NIT the Bidding Documents without material deviations.

A material deviation or reservation is one:

- (i) which affects in any substantial way the scope, quality or performance of the Works,
- (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or
- (iii) whose rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- (iv) Non availability of mandatory requirements/documents

The Employer's/Engineer's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

26.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

26.5 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

IB.27 Conversion to
Single Currency

27.1 To facilitate evaluation and comparison, the Employer will convert, all Bid Prices expressed in the amount in various currencies in which Bid Price is payable, to Pak. Rupees at the Telegraphic Transfer and Over Draft (TT&OD) composite (selling) exchange rates published/authorised by State Bank of Pakistan and applicable to similar transactions, on the date of the opening of Bids.

IB.28 Detailed
Evaluation of Bids

28.1 The Employer/Engineer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Clause IB.26 as per requirements given hereunder.

28.2 Evaluation and Comparison of Bids:

- (a) Bids will be evaluated for complete scope of work,
- (b) Basis of Price Comparison;

The prices will be compared on the basis of the Evaluated Bid Price pursuant to Para (e) herein below.

- (c) Technical Evaluation;

It will be examined in detail whether the Goods offered by the bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid will be compared with the specific work data prescribed by the Employer and technical features/criteria of the Goods detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

- (d) Commercial Evaluation;

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no major deviation/stipulation shall be taken by the bidders.

- (e) Evaluated Bid Price;

In evaluating the bids, the Employer will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- (i) making any correction for errors pursuant to Sub-Clause 26.2 hereof,
- (ii) excluding Provisional Sums, if any, but including priced Daywork,
- (iii) making an appropriate adjustment for any other acceptable variation or deviation.
- (iv) The bids offered electronically will prevail provided the mandatory requirements are met as specified.

28.3 Evaluation Methods:

Pursuant to Sub-Clause 28.2, Para (e) (iii) following evaluation methods for price adjustments will be followed;

- (a) Price Adjustment for Completeness in Scope of Work,
- (b) Price Adjustment for Technical Compliance,
- (c) Price Adjustment for Commercial Compliance,
- (d) Price Adjustment for Deviations in Terms of Payment,
- (e) Price Adjustment for completion Schedule,
- (i) Price Adjustment for Completeness in Scope of Work:

In case of omission in the scope of work of a quoted item, no price adjustment for the omitted item(s) shall

be applied provided that the Bidder has mentioned in his bid that the same is covered in any other item, otherwise price adjustment will be applied for evaluation purposes only, taking the highest price(s) of omitted item (s) quoted by other bidders.

The price adjustment shall not justify any additional payment by the Employer. The price(s) of omitted item(s) shall be deemed covered by other prices of the Bill of Quantities.

(ii) Price Adjustment for Technical Compliance:

The cost of making good any deficiency resulting from technical non compliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other Bidders being evaluated in detail in their original Bids for corresponding item. In case of non availability of price from other Bidders, the price will be estimated by the Engineer.

(iii) Price Adjustment for Commercial Compliance:

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Engineer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be based on Corrected Total Bid Prices.

(iv) Price Adjustment for Deviation in Terms of Payment:

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the following mark-up rates:

- for foreign currency component: LIBOR+1%
- for local currency component: KIBOR+2%

and shall be added to the Corrected Total Bid Price for comparison purposes only.

(v) Price Adjustment for Completion Schedule:

Bids indicating completion in advance of the dates stated in the Contract Data, no credit will be given in this evaluation.

Bids indicating completion period later than the period set out in the Contract Data shall be adjusted in the evaluation by adding a factor of 0.05% of the Corrected Total Bid Price for each calendar day of completion later than specified period of the completion.

Bids indicating completion beyond 180 days later than the dates set out in the Contract Data, shall not be considered and rejected as non responsive.

28.4 If the bid of the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analyses for any or all items of the Bill of Quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. If the bid offered is more than 10% below, the bidder has to furnish call deposit @ 8% of estimated cost as additional security and will be released of successful complete and expiry of D.L.C.

B.29. Domestic Preference

29.1 In the comparison of evaluated Bids, the Goods manufactured in Pakistan, will be granted a margin of preference in accordance with the following procedures, provided the bidder shall have established to the satisfaction of Employer that the manufacturing cost of such Goods includes a domestic value addition equal to at least 20% of the ex-factory Bid price of such Goods. Bidders applying for domestic preference shall fill in Annexure-C to Bidding Data to substantiate their claim, failing which the bidder shall not be eligible to claim domestic preference.

29.2 The Employer/Engineer will first review the Bids to determine, the Bid group classification in accordance with Sub-Clause 12.2 hereof.

29.3 The comparison shall be Ex-factory price of the Goods to be offered from within Pakistan (such prices to include all costs as well as custom duties and taxes paid or payable on raw materials and components incorporated or to be incorporated in the Goods) and the DDP (CIF + Customs duty, sales tax and other import charges) Pakistan seaport price of the Goods to be offered from outside Pakistan.

29.4 The lowest evaluated bid of each Group shall first be determined by comparing all evaluated bids in each Group among themselves taking into account:

(a) In the case of Goods manufactured in Pakistan, sales tax, local body charges and other similar taxes which will be payable on the furnished Goods in Pakistan.

(b) In the case of Goods of foreign origin offered from abroad, customs duties, sales tax and other import charges which will be payable on furnished Goods in Pakistan.

(c) In the case of Goods of foreign origin already located in Pakistan, customs duty, sales tax and import charges on CIF price as applicable for Sub-Clause 29.4(b) here above.

29.5 The price preference to Group A bids will be:

(i) 15% of the ex-factory bid price, if the value addition through indigenous manufacturing is at least 20%;

(ii) 20% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 20% and up to 30%; and

(iii) 25% of the ex-factory bid price, if the value addition through indigenous manufacturing is over 30%.

29.6 The applicable price preference i.e., as per Sub-Clause 29.5 here above will be applied to Group A Bid by reducing the ex-factory bid price.

IB.30 Process to be Confidential

30.1 Subject to Clause 25 heretofore, no Bidder shall contact Employer and/or Engineer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. However the eligibility of each bidder will be examined in light of the employer's mandatory requirements to be furnished by each bidder in his technical proposal i.e bidder experience of similar works, personal capabilities etc: .

30.2 Any effort by a Bidder to influence Employer and/or Engineer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

F. AWARD OF CONTRACT

IB.31. Post-Qualification

31.1 The Employer, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided that such qualification shall only be laid down after recording reasons there for in writing. They shall form part of the records of that bid evaluation report.

31.2 The determination will take into account the bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualification submitted under Annexure-B to Bidding Data "Evidence of Bidder's Eligibility and Qualifications" by the bidder pursuant to Clause IB.15, as well as such other information as required under the Bidding Documents.

31.3 An affirmative determination will be a pre-requisite for award of the Contract to the lowest evaluated bidder. A negative determination will result in rejection of that bidder's bid in which event, Employer will proceed to undertake a similar determination of the next lowest evaluated bidder's capabilities to perform the Contract satisfactorily.

IB.32 Award Criteria 32.1 Subject to Clause IB.34, the Employer will award the

Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents, WITH TECHNICAL PROPOSAL GIVEN 70% SHARE WHILE THE FINACIAL PROPOSAL 30%, provided that such bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.31.

- | | | | |
|-------|--|------|--|
| IB.33 | Employer's Right to Vary Quantities | 33.1 | Employer reserves the right at the time of award of Contract to increase or decrease by upto 15% the quantity of goods and services specified in the Bill of Quantities without any change in the unit price or other terms and conditions. |
| IB.34 | Employer's Right to Accept any Bid and to Reject any or all Bids | 34.1 | Notwithstanding Clause IB.32, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection shall upon request be communicated, to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly. |
| | | 34.2 | No negotiations with the bidder having been evaluated as lowest responsive or any other bidder shall be permitted. However, the Employer may have clarification meeting(s) to get clarify any item(s) in the bid evaluation report |
| IB.35 | Notification of Award | 35.1 | Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price"). |
| | | 35.2 | The Letter of Acceptance and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement. |
| | | 35.3 | Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful and return their bid securities. |
| IB.36 | Performance Security | 36.1 | The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of 15 days after the receipt of Letter of Acceptance. |
| | | 36.2 | Failure of the successful bidder to comply with the requirements of Sub-Clause IB.36.1 or Clause IB.37 or Clause IB.44 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. |

IB.37 Signing of Contract Agreement	37.1 Within 14 days from the date of furnishing of acceptable Performance Security, the Employer will send the successful bidder the Contract Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties.
	37.2 The formal Agreement between the Employer and the successful bidder shall be executed within 14 days of the receipt of the Contract Agreement by the successful bidder from the Employer.

G. ADDITIONAL INSTRUCTIONS

IB.38 Instructions not Part of Contract	38.1 Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.
IB.39 Contract Documents	39.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents
IB.40 Sufficiency of Bid	40.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Bill of Quantities. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Bill of Quantities shall cover all his obligations under the Contract and all matters necessary for the proper completion of the Works.
IB.41 Bidder to Inform Himself	41.1 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works. This shall include but not be limited to the following: (a) inquiries on Pakistani Income Tax/Withholding Tax/ Sales Tax, Federal and Provincial. (b) inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department. (c) information regarding opening of Letter of Credits, port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports and the respective cost to be born by him and that is deemed to be included in the bid offered by him. (d) Investigations regarding transport conditions and the probable conditions which will exist at the time the Goods will be actually transported.
IB.42 Alternate Proposals by Bidder	42.1 Should any bidder consider that he can offer any advantage to the Employer by a modification to the designs, specifications or other conditions, he may, in addition to his bid to be

submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Letter of Bid shall be that which represents complete compliance with the Bidding Documents.

42.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder only may be considered by the Employer as the basis for the award of Contract to such bidder.

B.43 Local
Conditions

43.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Employer will assist the Bidder wherever practicable and possible

IB.44 Integrity Pact 44.1 The Bidder shall sign and stamp the Integrity Pact provided at Apendix-K to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

BIDDING DATA

BIDDING DATA

[The following specific data for the works to be bid shall complement, amend, or supplement the provisions in relation to corresponding clauses in the Instructions to Bidders and to suit each individual contract; as such the Instructions to Bidders will remain unchanged. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Instructions are provided, as needed, in italics.]

IB Clause Reference	Bidding Data
1.1	Name and address of the Employer: <i>OFFICE OF THE PRINCIPAL, GOVT. POST GRADUATE COLLEGE FOR WOMEN MARDAN</i> Telephone No 0937-9230216, Email: gpgcwm@gmail.com
1.1	Name of the Project & Summary of the Works: INSTALLATION OF SOLAR SYSTEM 10 KW, UNDER THE DIRECTIVES OF THE DIRECTORATE OF HIGHER EDUCATION DEPARTMENT FROM COLLEGE PUPIL FUND
2.1	Name of the Borrower/Source of Financing/Funding Agency: <i>COLLEGE PUPIL FUND</i>
2.1	Amount and type of financing: <i>Rs 2.5 (M)</i>
3.1 (a)	Bidders shall be duly Licensed by the Pakistan Engineering Council (PEC), relevant to the Works in the category: <i>Code of Specialization of CE-04, EE-11,,ME-07</i> In the case of JV of firms, number of Partners shall not be more than <u>2</u> Foreign firms may form JV with Local firms having share not less than 30%.
3.1(b)	Bidder's Country: <i>[Eligible countries listed in Annexure-A to Bidding Data]</i>
3.1(c)	<i>NA; Any Firm can apply having the required qualifications. Post Qualifications method of procurement is applicable.</i>
5.1	<i>[Goods and ancillary Services to be supplied under this Contract shall have their origin in eligible countries listed in Annexure-A to Bidding Data]</i>
IB Clause Reference	Bidding Data

8.2	Venue, time, and date of the pre-Bid meeting: <i>OFFICE OF THE PRINCIPAL, GOVT. POST GRADUATE COLLEGE FOR WOMEN MARDAN</i> Telephone No 0937-9230216, Email: gpgcwm@gmail.com
10.1	Bid language: <i>English</i>
11.1(j)	<i>[The particulars for domestic Goods prescribed in Annexure-C to Bidding Data]</i>
15.4 (a)	Bidder/Manufacturer's Experience: <i>03 Years</i> Plant should have produced required items for at least 03 years. Those items have proven successful in the field for at least 02 years. <i>[The bidder shall furnish documentary evidence of qualification in accordance with Annexure-B to Bidding Data]</i>
17.1	Amount of Bid Security. 10% of the quoted value
18.1	Period of Bid Validity: <i>90 days</i>
19.4	Number of copies of the Bid to be completed and returned: <i>01 Original + 01 Copy</i>
21.1(a)	Employer's address for the purpose of Bid submission: <i>OFFICE OF THE PRINCIPAL, GOVT. POST GRADUATE COLLEGE FOR WOMEN MARDAN</i> Telephone No 0937-9230216, Email: gpgcwm@gmail.com
24.1	Venue, time, and date of Bid opening: <i>OFFICE OF THE PRINCIPAL, GOVT. POST GRADUATE COLLEGE FOR WOMEN MARDAN</i> Telephone No 0937-9230216, Email: gpgcwm@gmail.com
31.2	<i>[The documentary evidence of the bidder's qualification shall be as per Annexure-B to Bidding Data]</i>
IB Clause Reference	Bidding Data
36.1	Standard form and amount of Performance Security acceptable to the Employer: <i>10% of the Contract Cost Bank Guarantee</i>

BIDDER'S INFORMATION FORM

1. M/s: ____
2. Company Owner's Name: ____
3. Company's Business Address: _____
4. National Tax Number (NTN) and Date of Registration: ____
5. Sales Tax Registration Number and Date of Registration: ____
6. Vendor Number and Date of Registration: ____
7. **List of Documents Annexed:**

(for Determining Eligibility Criteria and Technical Evaluation)

Sr. No.	Description of Document	Sr.No.	Description of Document
1.		9.	
2.		10.	
3.		11.	
4.		12.	
5.		13.	
6.		14.	
7.		15.	
8.		16.	

Authorized Person's Name: _____ Authorized Person's Designation: ____

Authorized Person's CNIC No: _____

(Copy enclosed)

Authorized Person's Signature: _____ Owner's CNIC: _____

(Copy enclosed)

Owner's Signature: _____ Mobile/WhatsApp & Telephone: _____

_____ Email: _____ Fax: _____

_____ Seal: _ Date: _____

TECHNICAL SPECIFICATIONS/PROPOSAL

I. Project: _____

Sr. No.	Name of Item	Detailed Specification	Additional Features in Terms of Specifications & Warranty etc	Time Required for Delivery & Installation

Note: The bidder may continue overleaf or add extra sheets as per table if required.

II. List of Documents for Determining Eligibility Criteria and Technical Evaluation is annexed as Bidder Information Form

Signature: _____ Name: _____ Principal /Agent: ____ CNIC No. ____

Email: _ Mobile/WhatsApp & Telephone: ____ Address: ____

Date: __

FINANCIAL PROPOSAL

1. Project: _____

S.No	Name of Item (with specification and Additional Features)	Price Quoted Per Piece	Ability to supply Extra Quantity within Given Time Line (Yes/No)

Note: The bidder may continue overleaf or add extra sheets as per table if required.

II. 2% Bid Security as CDR No. ____ dated _ in sum of Rs. _ is enclosed. It is further undertaken that the bidder shall furnish requisite additional security if the supply order inflates.

Signature: _____ Name: _____ Principal /Agent: ____ CNIC No. ____

Email: _ Mobile/WhatsApp & Telephone: ____ Address: ____

Date: _

UNDERTAKING BY SUCCESSFUL BIDDER

The successful bidder namely _____ undertakes, in response of Bid Acceptance Letter/Work/Supply Order dated ____ as follows;

1. That the bidder shall supply / provide the goods/ services as per offer in consideration of Rs. _____.
2. That the bidder shall be bound and obliged by the Terms & Conditions set out in the Standard Bidding Documents.
3. That the bidder shall complete the supply within the given time line.
4. That CDR No. _____ amounting to Rs. _____ is enclosed to cover 2% of bid security for additional items to be supplied (where needed).
5. That a 10% performance guarantee amounting to Rs. _____ is enclosed in the shape of CDR No. ____ dated __.

Signature: _____ Name: _____ Principal /Agent: ____ CNIC No. ____

Email: _ Mobile/WhatsApp & Telephone: ____ Address: ____

Date: __

Annexure-A to Bidding Data

EVIDENCE OF BIDDER'S ELIGIBILITY AND QUALIFICATION

[Note: Bidders to provide the following information with the bid separately and indicate herein its references where this information is available.]

Sr.No.	Information to be Supplied	Bid References
1.	Name of bidder, business address and country of incorporation.	Annexure-B1 Bidder Information Sheet
2.	Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners	Annexure-B2 Party to JV Information Sheet
3.	Copy of PEC license in the appropriate relevant category relevant to the value of the Works	
4.	Copy of the NTN and Sale Tax Registration and Income Tax Return for the last three (3) years	
5.	The annual reports or qualification statements giving general description of the firm, sort of business carried out, balance sheets, profit and loss statements, turn over and business done by the firm, duly authenticated, for the last five (5) years. Audited Balance Sheets for the preceding 3 years and projected assets and liabilities for the next 2 years shall be provided.	Annexure-B3 Financial Situation, Annexure-B4 Average Annual Construction Turnover, Annexure-B5 Financial Resources , Audit Report and others
6.	Location and address of manufacturing facilities.	
7.	Full description of factories owned and the annual manufacturing capacities of various items made therein.	
8.	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 including testing facilities and the processes used in manufacturing and testing. Where parts or components are purchased from outside, the details of equipment purchased and the names and experience record of the suppliers.	
9.	Detailed description of the quality control testing and research facilities. If the equipment is manufactured under license, the name of the licensor and details of the licensing arrangements, such as the duration of the license, the facilities provided to the bidder by the licensor and whether future improvements are available or not etc. A copy of the license agreement may be attached.	

Sr.No.	Information to be Supplied	Bid References																				
10.	In the case of a bidder offering to supply Goods under the Contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the Goods manufacturer or producer to supply the Goods to Pakistan. In such case The Bidder/Supplier shall require the Manufacturer to fill in the Authorization letter.	Annexure-B6 Manufacturer's Authorization Letter																				
11.	Names, qualifications and experience of the key technical personnel. The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements: <table><tr><th>No.</th><th>Position</th><th>Total Work Similar Experience (years)</th><th>In Similar Works Experience (years)</th></tr><tr><td>1.</td><td></td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td><td></td></tr><tr><td>...</td><td></td><td></td><td></td></tr></table> The Bidder shall provide details of the proposed personnel and their experience records in the given Annexure.	No.	Position	Total Work Similar Experience (years)	In Similar Works Experience (years)	1.				2.				3.				...				Annexure-B7 Key Personnel & Annexure-B8 Resume of Key Personnel
No.	Position	Total Work Similar Experience (years)	In Similar Works Experience (years)																			
1.																						
2.																						
3.																						
...																						
12.	The time since the manufacturer has been in this business and the time since he has been doing work of similar nature.																					

13.	The time since the particular equipment offered has been manufactured and the time for which it has been in service. The manufacturer shall have the following experience; <i>[List the equipment and experience required]</i> The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter: <table border="1"> <thead> <tr> <th>No.</th><th>Equipment Type and Characteristics</th><th>Minimum Number required</th></tr> </thead> <tbody> <tr> <td>1.</td><td></td><td></td></tr> <tr> <td>2.</td><td></td><td></td></tr> <tr> <td>3.</td><td></td><td></td></tr> </tbody> </table> The Bidder shall provide further details of proposed items of equipment using the relevant Annexure.	No.	Equipment Type and Characteristics	Minimum Number required	1.			2.			3.			Annexure-9 Equipment Contractor's
No.	Equipment Type and Characteristics	Minimum Number required												
1.														
2.														
3.														

14.	Reference lists of similar works done by the bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply installation and the approximate value.	Annexure-10 Experience & Annexure-11 Specific Experience General
15.	Details of projects under execution and future contractual commitments (for each partner, in case of a joint venture).	Annexure-12 Current Contract Commitments
16.	Banking reference, names of banks and addresses may be given to whom reference regarding financial capability of the bidder may be made, with authority to make inquiries from the bidder's bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture).	
17.	Information on any litigation or arbitration resulting from contracts completed or under execution by the bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof (for each partner, in case of a joint venture).	Annexure-13 Litigation Pending

Application Form A – 1

General Information

All individual firms and each partner of a joint venture applying for qualification are requested to complete the information in this form. Nationality information is also to be provided for foreign owners or applicants who are forming part of the Joint Ventures as required under the PEC Bye-Laws as a Partnership/Joint Venture.

Where the Applicant proposes to use named subcontractors for critical components of the works or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractor(s).

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact Person: Name: Title:
4.	Fax	
5.	Place of Incorporation/Registration	Year of Incorporation/Registration

NATIONALITY OF OWNERS		
NAME		NATIONALITY
1.		
2.		
3.		
4.		
5.		

Application Form A – 2

General Experience Record

Name of Applicant or partner of a joint venture

All individual firms and all partners of a joint venture are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients for each year for work in progress or completed over the past five years.

Use a separate sheet for each partner of a joint venture.

Annual Turnover		
Year	Turnover (in actual currency)	Equivalent Rupees in Millions
1.		
2.		
3.		
4.		
5.		

Application Form A - 3

Joint Venture Summary

Names of all Partners of a Joint Venture	
1.	Lead Partner
2.	Partner
3.	Partner

Total value of annual turnover, in terms of work billed to clients,

Annual Turnover Data (Equivalent in Pak Rupees, Millions)						
Partner	Form A-2 Page No.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Lead Partner						
2. Partner						
3. Partner						
Total:						

Application Form A – 4

Particular Experience Record

Name of Applicant or partner of a joint venture

On a separate page, using the format of Application Form A-5, each applicant or partner of a Joint Venture is required to list all contracts of a value equivalent to Pak **50%** of the tender cost (Two certificates only) of the contract for which applicant wishes to qualify.

Where the Applicant proposes to use named subcontractor(s) for critical components of the works or for work contents in excess of 10 percent of the value of the whole works, the information in the afore-mentioned forms should also be supplied for each specialist subcontractor.

Application Form A – 5

Details of Contracts of Similar Nature & Complexity

Name of Applicant or partner of a joint venture

Use a separate sheet for each contract.

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address.....
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to pre-qualify
5.	Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Currency Currency Currency
7.	Equivalent in Pak/Rs.
8.	Date of Award
9.	Date of Completion
10.	Contract Duration (Years and Months) _____ Years _____ Months
11.	Specified Requirements ¹

¹Insert any specific criteria required for particular operations, such as annual volume of earthmoving, underground excavation, or placing concrete etc.

All the completions be certified by the respective employers

Application Form A – 6

Summary Sheet: Current Contract Commitments/Works in Progress

Name of Applicant or partner of a joint venture

Applicants and each partner to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.

Name of Contract	Value of Outstanding work (Equivalent Pak Rs. Millions)	Estimated Date Completion
1.		
2.		
3.		
4.		
5.		
6.		

The information be supported duly attested certificates of the concerned employers

Application Form A – 7

Personnel Capabilities

Name of Applicant

For specific positions essential to contract implementation, Applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form for each candidate (Application Form A-8).

1.	Title of Position
	Name of Prime Candidate with cell No.
	Name of Alternate Candidate with cell No.
2.	Title of Position
	Name of Prime Candidate with cell No.
	Name of Alternate Candidate with cell No.
3.	Title of Position
	Name of Prime Candidate with cell No.
	Name of Alternate Candidate with cell No.
4.	Title of Position
	Name of Prime Candidate with cell No.
	Name of Alternate Candidate with cell No.

Application Form A – 8

Candidate Summary

Name of Applicant

Position		Candidate [Tick appropriate one] ☐ Prime ☐ Alternate	
Candidate information	1. Name of Candidate	2. Date of Birth	
	3. Professional Qualification	4. PEC Registration No.	
Present employment	5. Name of employer		
	Address of employer		
	Telephone	Contact officer) (manager/personnel	
	Fax		
	Job title of candidate	Years with present employer	

Summarize professional experience over the last 10 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

Month/ Dates/Years		Company/Project/Position/Relevant technical and management experience
From	To	

Equipment Capabilities

Name of Applicant

The Applicant shall provide adequate information to demonstrate clearly that he has the capability to meet the requirements for each and all items of equipment listed in the Evaluation Criteria 1.2 (v). A separate Form shall be prepared for each item of equipment listed or for alternative equipment proposed by the Applicant.

Item of Equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased	

Omit the following information if it is owned by the Applicant or partner.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	
Agreement	Details of rental/lease specific to the Project	

Application Form A - 10

Financial Capability

Name of Applicant or Partner of a Joint Venture

Applicants, including each partner of a joint venture, should provide financial information to demonstrate that they meet the minimum requirements that the lead partner shall meet not less than 40 percent of all qualifying criteria and each of the partners shall meet not less than 25 percent of all the qualifying criteria given in Evaluation Criteria. All the above figures will be added together to arrive at JV's total capacity. Each applicant or partner of a joint venture must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Banker	Name of banker		
	Address of banker		
	Telephone	Contact name and title	
	Fax	Telex	

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the previous five years, based upon known commitments, projected assets and liabilities in pak Rupees equivalent for the next two years.

Financial information in Pak Rs. Actual: previous five year or equivalent	Actual: previous five year					Projected next two years	
	1	2	3	4	5	6	7
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							
6. Profits after taxes							

Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments

Source of financing	Amount (Pak Rs. or equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements for the last five years (for individual applicant or each partner of joint venture). Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin in case of foreign firms.

Litigation History

Name of Applicant or Partner of a Joint Venture

Applicants, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of joint venture.

[illegible]

Check List for Mandatory documents

Yes	No	Check list
☐	☐	Valid PEC Certificate(s) in required category
☐	☐	Copy of valid dealer ship certificate
☐	☐	Application form (A-1), General Information
☐	☐	Application form (A-2), General Experience Record
☐	☐	Application form (A-3), Joint Venture Summary
☐	☐	Application form (A-4), Particular Experience (Record List of Solar based pumping machinery projects of similar nature and complexity completed in last five years and complexity in-hand.)
☐	☐	Application form (A-5), Detail of Contracts of Similar Nature and Complexity (Supply & Installation of Solar based pumping machinery)
☐	☐	Application form (A-6) Current Contract Commitments/Works in Progress
☐	☐	Application form (A-7), Personnel Capabilities
☐	☐	Application form (A-8) Candidate Summary (List of B.Sc. Engineers having relevant experience with their CVs and PEC Reg. No.& List of Associates Engineers (DAE) with their CVs having relevant experience)
☐	☐	Application form (A-9), Equipment capabilities
☐	☐	Application form (A-10), Financial Capability
☐	☐	Application form (A-11), Litigation History
☐	☐	Undertaking that all equipment listed in this document for qualification will be made available for the subject Project
☐	☐	Audited balance sheets for at least last three years and Bank statements
☐	☐	Undertaking that the Applicant has not been declared bankrupt
☐	☐	Original affidavit that the firm has not been black listed
☐	☐	Applicants legal status
☐	☐	Principal place of Business
☐	☐	Place of incorporation or registration
☐	☐	Certificate of registration with Income Tax & Sales Tax Department
☐	☐	Enlistment record with Government organizations and other agencies
☐	☐	Location of workshop facility, if any
☐	☐	Equipment's sole agencies represented by the Contractor
☐	☐	Written description of internal quality control program for specified works

EVALUATION CRITERIA

1.1 Eligibility for Qualification

Keeping in view the complexity of the Project, eligibility of Applicants for qualification evaluation is as mentioned below:

Sr. No.	Description	Yes/No
1.	Registration with Pakistan Engineering Council (PEC) in relevant category C-6 with field of specialization CE-04 & EE-11 (Specified for Solar Energy)	If "YES" the applicant will be Eligible for further Evaluation for qualification (copy of valid PEC certificate shall be attached).
2.	Blacklisting from any Government/Semi-Government Agency/Department.	If "YES" the applicant will not be Eligible for further Evaluation for qualification. (Original Affidavit on Judicial Stamp Paper that the firm has not been black listed from any Government/ Semi Government Agency/ Department till date shall be provided).
3.	System Design	System Design must be submitted in technical bid otherwise applicant will not be Eligible for further Evaluation.
4.	i. Firm must have ISO 9001-2008 certificate quality management system ii. Warranty period for solar panel etc will be 20 years and Defect Liability Period for electrical/mechanical works will be 2 years. iii. Goods declaration (bill of entry) must be provided for each product (i.e Solar Panel, Inverter). iv. The PV modules offered should not be more than One (01) year old with respect to the date of manufacturing. v. Brand name(s) of PV modules, the supplier intends to supply must be included in the technical proposal	Attach Valid documents

1.2 Evaluation Criteria

The criteria for qualification has been evolved by considering the prevailing market trends as mentioned below:

Sr. No.	Category	Weightage/Marks
i.	General Capabilities	10

ii.	Financial Soundness	20
iii.	Experience Record	30
iv.	Personnel Capabilities	20
v.	Equipment Capabilities	20
Total:		100

Qualification will be carried out on the point scoring basis. Any applicant securing overall minimum score of 60 % as total will be considered as qualified.

An applicant may score below 60% in any one category provided it is not less than 50%.

Applicants having score of less than 60% in any two categories shall not be considered for further evaluation.

The employer reserves the right to proceed against the bidder who has provided fake information/documents which may result in his blacklisting after approved by the competent authorities.

Qualification Evaluation Criteria

i) General Capabilities

a)	Copy of Valid dealer ship(pumps & solar panels) certificate from Sub-Contractor/JV Partner	2	No marks will be given if license is not attached and 2 points will be added in case of valid certificate.
b)	Litigation History in which Decision has been given against the firm(s)	6	In case the firm is involved in any litigation, -5 will be given and 6 points will be added in case original affidavit of no litigation is attached.
c)	Description of Internal Quality Control assurance program for Construction/Erection/Maintenance	2	2 Marks will be given if Description is provided.
Total Marks Allocated		10	

ii) **Financial Soundness**

Sr. No.	Description	Marks Assigned	Criteria for Marks Obtained
a)	Bank Certificate including Bank Credit Line (Evidence in Original from Guarantor Bank)	5	Bank Certificate (2-Marks) 2 Marks are given if Original Bank Certificate is provided. Bank Credit Line (3-Marks) 1) 2 Marks are given if the available bank credit line limit is equal to 15 Million. 2) For limit less than 15 Million, use following weight-age: $2 \times (A/15)$ 3) For the limit more than 15 million but less than 30 million use following weight-age: $2 + (A/30)$ A = Available Bank Credit Line Limit Full Marks are given in case of limit is 30 million or more.
b)	Audited Balance Sheets for at least last three years	5	1) No marks will be given if Audited Balance Sheets are not attached. Two (2) points will be given for one year audited balance sheets, four (4) points for two years and full points for three years.
c)	Working Capital in last 5 years	5	1. 3 Marks are given if the available average working capital for last three years is equal to 15 Million. 2. For the capital less than 15 million use following weight-age: $3 \times (A/15)$ 3. For the capital more than 15 million but less than 30 million use following weight-age: $3 + (A/30)$ A = Average working capital in last three years. 4. Full Marks are given in case of limit is 30 million or more.
d)		5	• No marks will be given if NTN& GST Registration certificate is not attached and 5 points will be added in case of valid certificates.
Total Marks Allocated			20

iii) Experience Record

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a)	Projects of similar nature and complexity (Supply & Installation of Solar Based Pumping Machinery) completed in last five years in any Public Works Department/NGOs.	16	1. 8 Marks are given if the applicant has completed at least 5 projects of similar nature in last five years. 2. For less than 5 projects completed use the following weight age. $8 \times (A/5)$ 3. For more than 5 projects but less than 10 projects completed use the following weight age. $8 + (A/5) \times 4$ A = No of projects of similar nature completed in last five years 4. Full Marks are given in case of 10 projects or more.
b)	Projects of similar nature and complexity (Supply & Installation of Solar system) in any Public Works Department/NGOs.	9	1. 4 Marks are given if the applicant has completed at least 5 projects of similar nature in last five years. 2. For less than 5 projects completed use the following weight age $4 \times (A/5)$ 3. For more than 5 projects but less than 10 projects completed use the following weight age. $4 + (A/10) \times 4$ A = No of projects of similar nature completed in last five years 4. Full Marks are given in case of 10 projects or more.
c)	Enlistment with record other Government Organizations & agencies	5	1 Mark for each enlistment up to maximum of five enlistments.
Total Marks Allocated		30	

iv) Personnel Capabilities

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
i)	B.Sc. Engineers registered with Pakistan Engineering Council (PEC)	14	<u>Experience (6-Marks)</u> 6 Marks will be given if the individual relevant experience of at least 1 numbers of B.Sc. Engineer Electrical/Electronics/Mechanical (professional) is equal to 15 years or above. <u>Strength of Engineers (8 Marks)</u> 4 Marks will be given if the total no. of Engineers registered with PEC is 3. 8 Marks will be given if the total no. of engineers registered with PEC is 5 or above.
ii)	Associates Engineers (DAE)	6	<u>Experience (4-Marks)</u> 4 Marks will be given if the individual relevant experience of at least 1 number of Associates Engineers Electrical/Mechanical (DAE) is equal to 8 years or above. <u>Strength of Associate Engineers (2 Marks)</u> 2 Marks will be given if the total no. of Associate Engineers (DAE) are 3 or above.
Total Marks Allocated			20

v) Equipment Capabilities

Sr. No.	Description	Marks Assigned	Explanation for Marks Obtained
a)	1. Test Bed for verification / testing of Solar pumps along with all accessories as per ISO-9906 in company premises. (Firm must have Third Party Certification regarding Test Bed arrangements).	13	13 Marks for complete setup are given. (Attached Third Party Certificate)
b)	Workshop facilities. Attach layout sketch of workshop.	5	No marks will be given if Contractor has no workshop facilities.
c)	Equipment sole agencies represented by the Contractor	2	1 mark for each agency Upto maximum 2 points
Total Marks Allocated			20

Annexure-B1**BIDDER INFORMATION SHEET**

Date: _ ICB No.: ____

Page __ of ____ pages

Bidder's Information	
1. Bidder's Legal Name:	
2. In case of JV, legal name of each party:	
3. Bidder's actual or intended Country of Registration:	
4. Bidder's Year of Registration:	
5. Bidder's Legal Address in Country of Registration:	
6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:	
7. Attached are copies of the original documents: ▪ Articles of Incorporation or Registration of firm named in 1, above. ▪ In case of JV, letter of intent to form JV including a draft agreement, or JV agreement. ▪ In case of government owned entity from the Employer's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law.	

PARTY TO JV INFORMATION SHEET

Date: _ ICB No.: ____

Page __ of ____ pages

[Each member of a JV must fill in this form]

JV Information	
1. Bidder's legal name	
2. JV Partner's legal name	
3. JV Partner's country of constitution	
4. JV Partner's year of constitution	
5. JV Partner's legal address in country of constitution	
6. JV Partner's authorized representative information Name: Address: Telephone/Fax numbers: Email Address:	
7. Attached are copies of the following original documents. ▪ Articles of incorporation or constitution of the legal entity named above. ▪ Authorization to represent the firm named above. ▪ In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law.	

Annexure-B3
FINANCIAL SITUATION

Date: _____ Bidder's Legal Name: _____ ICB No.: _____
_____ JV Partner Legal Name: _____ Page __ of ____ pages

[Each Bidder or member of a JV must fill in this form]

Financial Data for Last 3 Years [Pak Rs Equivalent]		
Year 1:	Year 2:	Year 3:

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

▪ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.

Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

AVERAGE ANNUAL TURNOVER

Date: _____ Bidder's Legal Name: _____ ICB No.: _____
_____ JV Partner Legal Name: _____ Page __ of ____ pages

[Each Bidder or member of a JV must fill in this form]

Annual Turnover Data for the Last 5 Years			
Year	Amount Currency	Exchange Rate	Pak Rs Equivalent
Average Annual Turnover			

Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified.

Annexure-B5
FINANCIAL RESOURCES

Date: _____ Bidder's Legal Name: _____ ICB No.: _____
_____ JV Partner Legal Name: _____ Page __ of ____ pages

[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract.]

Financial Resources		
No.	Source of financing	Amount [Pak Rs Equivalent]
1		
2		
3		

MANUFACTURER'S AUTHORIZATION

Date: _____ Bidder's Legal Name: _____ ICB No.: _____

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid.]

To: _____

WHEREAS

We __, who are official manufacturers of _____, having factories at _____, do hereby authorize _____ to submit a bid the purpose of which is to provide the following goods, manufactured by us
_____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty with respect to the goods offered by the above firm.

Signed: _____ Name: _____ Title: _____

Duly authorized to sign this Authorization on behalf of:

Dated on _____ day of __, _____

Annexure-B7

KEY PERSONNEL

Date: _____ Bidder's Legal Name: _____ ICB No.: _____

[Bidders should provide the names of suitably qualified personnel to meet the requirements as specified. The data on their experience should be supplied using the Form Annexore-B8 below for each candidate.]

Key Personnel	
1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
5.	Title of position*
	Name

*As listed in Annexure-B

RESUME OF KEY PERSONNEL

Date: _____ Bidder's Legal Name: _____ ICB No.: _____

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Annexure-B9

CONTRACTOR'S EQUIPMENT

Date: _____ Bidder's Legal Name: _____ ICB No.: _____

Item of equipment			
Equipment information	Name of manufacturer		Model and power rating
	Capacity		Year of manufacture
Current status	Current location		
	Details of current commitments		
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Speciallymanufactured		

Omit the following information for equipment owned by the Bidder

[illegible]

GENERAL EXPERIENCE

Date: _____ Bidder's Legal Name: _____ ICB No.: _____
_____ JV Partner Legal Name: _____ Page __ of ____ pages

[Each Bidder or member of a JV must fill in this form]

General Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Bidder	Role of Bidder

[List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year.]

Annexure-B11

SPECIFIC EXPERIENCE

Date: _____ Bidder's Legal Name: _____ ICB No.: _____
_____ JV Partner Legal Name: _____ Page __ of ____ pages

[Fill up one (1) form per contract]

Contract of Similar Size and Nature		
Contract No . . .	Contract Identification	
Award Date		Completion Date
Role in Contract	☐ Contractor ☐ Management ☐ Subcontractor	
Total Contract Amount	Pak Rs	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity		
Amount Physical size Complexity Methods/Technology Physical Production Rate		

Annexure-B12

CURRENT CONTRACT COMMITMENTS

Date: _____ Bidder's Legal Name: _____ ICB No.: _____
_____ JV Partner Legal Name: _____ Page __ of ____ pages

[Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.]

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Pak Rs Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Rs/month]
1					
2					
3					
4					
5					

Annexure-B13

PENDING LITIGATION

Date: _____ Bidder's Legal Name: _____ ICB No.: _____
_____ JV Partner Legal Name: _____ Page __ of ____ pages

[Each Bidder or member of a JV must fill in this form]

Pending Litigation			
☐ No pending litigation			
☐ Pending litigation			
Year	Matter in Dispute	Value of Pending Claim in Pak Rs Equivalent	Value of Pending Claim as a Percentage of Net Worth

DOMESTIC GOODS (Value added in Pakistan)

[Bidders claiming eligibility for domestic preference should fill in for supply items only, all columns hereunder and provide necessary documentation to substantiate their claim]

Sr. No.	Description of Indigenous Goods	Unit	Qty	Total Price of Goods Ex-Factory (Pak Rs.)	Domestic value added in the manufacturing cost as percentage of Ex-Factory Price	Amount of value addition (Pak Rs.)
1	2	3	4	5	6	7
Total in columns 5 & 7						
Computations:						
A.	Total amount of Value Addition (from Col.7)				Rs_____ Rs_____ Eqv.Rs_ Eqv.Rs_	
B.	Total Ex-Factory Price of Indigenous Goods (from Col.5)				_____ %	
C.	Total DDP Price of imported supply items				Rs_____	
D.	Total Price of supply items [B+C]					
E.	% of value addition = [(A/D)x100]					
F.	Domestic Preference =(15,20 or 25)% of B					

**LETTER OF BID AND
APPENDICES TO BID**

LETTER OF BID

Bid Reference No. ____

Name of the Project & Summary of the Works:

INSTALLATION OF 10 KW SOLAR SYSTEM FROM COLLEGE PUPIL FUND UNDER THE DIRECTIVES ISSUED BY THE DIRECTORATE OF HIGHER EDUCATION DEPARTMENT

To:

PRINCIPAL

GOVT. DEGREE COLLEGE TAKHTBHAI MARDAN

SIR,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Drawings and Bill of Quantities of _____ for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the Conditions of Contract. Specifications, Drawings, Bill of Quantities and Addenda for the sum of Rs. _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said conditions.
2. We understand that all the Appendices attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security/additional security in the amount of Rupees _____ (Rs. _____) drawn in your favour or made payable to you and valid for a period of _____ days beginning from the date Bids are opened.
4. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Sub Clause 4.2 of Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.

9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.

10. We confirm, if our Bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer. *[Please delete in case of Bid from a single firm].*

Dated this ____ day of _20____

Signature: ____

in the capacity of ____duly authorized to sign Bids for and on behalf of

(Name of Bidder in Block Capitals) (Seal)

Address:_____

Witness:

Signature: ____ Name: _____

Address. _____

Occupation_____

A-1**Appendix-A to Bid****SCHEDULE OF ADJUSTMENT DATA****Table I. Local Currency (LC) (NA)**

[In the Table below, the Bidder shall (a) indicate amount of local currency payment, and the Employer shall (b) enter the source and base values of indices for the different elements of cost, and (c) derive weightings for local currency payment including nonadjustable fixed portion.

The source of indices and weightings or coefficients is for use in the adjustment formula under Sub Clause-13.8.]

Index code	Index description	Source index	Base value and date	Bidder's related currency amount	Weighting
(i)	Non-adjustable	—	—	—	A: 0.35
(ii)					B: —
(iii)					C: —
(iv)					D: —
(v)					E: —
(vi)					F: —
(vii)	High Speed Diesel				G: —
Total					1.00

Notes:

1) Indices, its source and base value are taken from Pakistan Institute of Cost and Contract (PICC), a subsidiary of PEC. The base cost indices or reference prices, each of which is applicable to the relevant tabulated cost element, shall be for the month falling on the day 28 days prior to the latest day for submission of bids. Current indices or reference prices for period “n” is applicable to the relevant tabulated cost element and shall be for the month falling on the day 49 days prior to the last day of the period (to which the particular Payment Certificate relates).

2) Any fluctuation in the indices or prices of materials other than those given above shall not be subject to adjustment of the Contract Price.

3) The Employer shall determine the weightings of non-adjustable portion considering only those cost elements having cost impact of five (5) percent or more specific to the project.

The non-adjustable portion (0.35) indicated above is for example only and the actual shall be worked out by subtracting sum of all adjustable weightings from (1.00) one.

[Employers using this price adjustment provisions may add or delete any elements as deemed appropriate to the project.]

SCHEDULE OF ADJUSTMENT DATA

Table II. Foreign Currency (FC) (NA)

[In the Table below, the Bidder shall (a) indicate amount of foreign currency payment, (b) indicate the source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings foreign currency payment, except the non-adjustable portion which will be filled in by the Employer.

If the Bidder wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.

In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.

The sources of indices and weightings or coefficients are for use in the adjustment formula under Sub Clause-13.8.]

Index code	Index description	Source index	Base value and date	Bidder's related source currency in type/amount	Equivalent in FC1	Bidder's proposed weighting
(i)	Non-adjustable	—	—	—		A: —
(ii)						B: —
(iii)						C: —
(iv)						D: —
(v)						E: —
				Total		1.00

[Note: If the Bidder failed to provide information regarding Weightings, Base Value and Source of Index, then it is deemed that the Contractor has foregone his right to claim price adjustment in Foreign Currency.]

A-3

Appendix-A to Bid

SCHEDULE OF ADJUSTMENT DATA

Table III. Foreign Currency Requirements (NA)

[With reference to Sub Clauses 14.3 and 13.8, the Bidder shall provide information below on the proportion of various currencies in which he requires payment to be made. The Bidders shall also indicate Factors (inputs) related to the requirement of respective currencies.]

Sr. No	Currency(name)	Percentage payable in currency	Factors (inputs) to which the Requirements in Refer
1.	LC (Pakistan Rupee Rs)		
2.	FC1 (US \$ Dollar)		
3.	FC2 (EUR € EURO)		
4.	FC3		
TOTAL		100.00	

*[*The above Factors (Inputs) related to the requirement of respective currencies, are for guidance only, and shall be indicated specific to the project.]*

SCHEDULE OF ADJUSTMENT DATA

Table IV. Summary of Payment Currencies (NA)

[In the Table below, the Bidder shall list the exchange rates used in the currency conversion.]

Name of payment currency	a Amount of currency	b Rate of exchange (local currency per unit of foreign)	c Local currency equivalent c = a x b	d Percentage of Total Bid Price (TBP) $\frac{100 \times c}{\text{TBP}}$
Local currency (Pakistan Rupee Rs)		1.00		
FC1 _____				
FC2 _____				
FC3 _____				
Total Bid Price				100.00
Provisional sums expressed in local currency	<i>[To be entered by the Employer]</i>		<i>[To be entered by the Employer]</i>	
TOTAL BID PRICE (including provisional sum)				

C-1
Appendix-Cto Bid

SPECIFIC WORKS DATA

[Proforma for specific Data to be prepared and incorporated by the Employer which will be filled in by the bidders]

D-1**Appendix-D to Bid****WORK TO BE PERFORMED CONTRACTORS (NA)**

The bidder will do the work with his own forces except the work listed below which he intends to sub-contract.

Sr. No.	Items of Work to be Sub-Contracted	Name and address of Sub-Contractor	Statement of similar works previously executed(attach evidence)

Note:

1. No change of Sub-Contractor shall be made by the bidder without prior approval of the Employer.
2. The truthfulness and accuracy of the statement as to the experience of Sub-Contractors is guaranteed by the bidder. The Employer's judgment shall be final as to the evaluation of the experience of Sub-Contractors submitted by the bidder.
3. Statement of similar works shall include description, location & value of work, year completed and name & address of the clients.

E-1

Appendix-E to Bid

PROPOSED PROGRAMME OF WORKS

Bidder shall provide a programme in a bar-chart/CPM/PERT form showing the sequence of work items by which he proposes to complete the work of the entire Contract. The programme should indicate the sequence of work items and the period of time during which he proposes to complete the Works including the activities like designing, schedule of submittal of drawings, ordering and procurement of materials, manufacturing, delivering, construction of civil works, erection, testing and commissioning of Works to be supplied under the Contract.

F-1

Appendix-F to Bid

DEVIATIONS FROM TECHNICAL PROVISIONS (NA)

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified terms, those must be listed in the space provided below:

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

[Note: Attach additional sheets, if necessary]

G-1
Appendix-G to Bid

DEVIATIONS FROM CONTRACTUAL CONDITIONS (NA)

It is presumed that the bidder 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:

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

[Note: Attach additional sheets, if necessary]

H-1

Appendix-Hto Bid

METHOD OF PERFORMING WORKS

The bidder is required to submit a narrative outlining the method of performing the Works. The narrative should indicate in detail and include but not be limited to:

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erection plant, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for Civil Work and Erection, Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements of the Technical Provisions.
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Details regarding mobilisation in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
- Methods of testing of the installed components according to specification and its evaluation to ascertain that the installed accessories are performing according to the specifications.

J-1

Appendix-Jto Bid

PROPOSED ORGANISATION

Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

- Head Office:
- Site Office:
- Construction camp and housing facilities:

[The Bidder in accordance with Clause 6 of the Conditions of Contract shall provide description of his construction camp's facilities and staff housing requirements.

The Bidder shall list or explain his plans for providing these facilities for the service of the Contract as follows:

1. *Site Preparation (clearing, land preparation, etc.).*
2. *Provision of Services.*
 - a) *Power (expected power load, etc.).*
 - b) *Water (required amount and system proposed).*
 - c) *Sanitation (sewage disposal system, etc.)*
3. *Construction of Facilities*
 - a) *Contractor's Office. Workshop and Work Areas (areas required and proposed layout, type of construction of buildings, etc.).*
 - b) *Warehouses and Storage Areas (area required, type of construction and layout).*
 - c) *Housing and Staff Facilities (Plans for housing for proposed staff, layout, type of construction, etc.).*
4. *Construction Equipment Assembly and Preparation (detailed plans for carrying out this activity).*
5. *Other Items Proposed (Security services, etc.)]*

K-1

Appendix-K to Bid

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No.____ Dated _ Contract Value: _____
Contract Title: _

..... [name of Supplier] 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 (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies 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 and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts 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 rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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.

Name of Buyer:/ Employer..... Name of Seller/Supplier: /Bidder

.....

Signature: Signature: [Seal] [Seal]

STANDARD FORMS

FORM OF BID SECURITY

(Bank / Insurance Company Guarantee*)

Security Executed on __
(Date)

Name of Surety (Bank with Address:) _

(Scheduled Bank)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees. _____(Rs. __) Bid Reference No. _____

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 __ (hereinafter called the 'Employer') 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 _____(*Particulars of Bid*) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 26.2 of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Clause 36 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Clause 37 of Instructions to Bidders,

then the entire sum be paid immediately to the said Employer as liquidated damages and not as penalty for the successful bidder's failure to perform

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) 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 said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity 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 the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement 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 said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the 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 authority of its governing body.

SURETY (*Bank*)

WITNESS: Signature _____

1. _____ Name _

Title _____

Corporate Secretary (Seal) Corporate Guarantor (Seal)

2. _____

Name, Title & Address

**Delete whichever is not applicable*

FORM OF PERFORMANCE SECURITY

(Bank)

Guarantee No. _____ Executed on _

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank/Insurance Company) with address: _

(Scheduled Bank / Insurance Company Rating-AA in Pakistan*)

Name of Principal (Contractor) with address: __

Penal Sum of Security (*express in words and figures*) _

Letter of Acceptance No. _____ Dated _

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, 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 Principal has accepted the Employer's above said Letter of Acceptance for _____

_____ (Name of Contract) for the _____

_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 11, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, __ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: Signature _____

Title _____

2. _____

Name, Title & Address

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of ____ (month) 20_____ between _____ (hereafter called the “Employer”) of the one part and _____ (hereafter called the “Contractor”) of the other part.

WHEREAS the Employer is desirous that certain Works, viz _should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders shall be deemed to form and be read and construed as part of this Agreement:
 - a) The Letter of Acceptance;
 - b) Letter of Bid;
 - c) The Particular Conditions – Part A Contract Data;
 - d) The Particular Conditions – Part B Specific Provisions;
 - e) The General Conditions;
 - f) The Specifications - Special Provisions;
 - g) The Specifications - Technical Provisions;
 - h) The Drawings;
 - i) The Completed Appendices to Bid including Priced BoQ; and
 - j) any other Documents forming part of the Contract.

The addenda, if any, (Excluding part relating to Instructions to Bidders alongwith Bidding Data) shall be deemed to have been incorporated at the appropriate places in the documents forming the Contract”.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of Employer

(Seal) (Seal)

Signed, Sealed and Delivered in the presence of:

Witness

Witness

(Name, Title and Address)

(Name, Title and Address)

SPECIFICATIONS TECHNICAL PROVISIONS

S. No	Items	Quantity	Rate	Total
1.	Solar Panel of 645 / 650 Watt Jinko / Longi HimoX10 / Astronergy bifacial / double glass, N type A grade	24		
2.	Batteries Dyness / Z-Box Lithium-ion with 51.2 v, 314 AH having 8000 life cycle with 5 years warranty	1		
3.	Structure L-2 with all relevant items (rust free), fixed degree and support 150 km/h wind speed and gauge must be 14 AVG double folded	12		
4.	Solar Hybrid Inverter 15 KW MPPT Based, IP 66 rating with 5 years replacement warranty	1		
5.	DC cable Pakistan / Fast cables pure copper, high quality, durable DC cable 10 MM	AS per requirement		
6.	AC cables Pakistan / Fast cables pure copper, high quality, cable gauge 7/44	AS per requirement		
7.	Miscellaneous equipment Schneider / Tomzen DC breaker, AC breaker, AC voltage protector 63 A, surge protector, Distribution box, Digital Voltmeter, Power plugs, Changeover, HDPE pipes, Flexible pipes, Nut bolts (as per complete system requirement)	1		
8.	Earthing Copper complete separate for AC, DC earthing with surge arrestors earth for safety, including bore and earthing material	1		
9.	Installation, Erection and Commissioning of complete PV, Batteries and Inverter Installation with 1 year warranty	1		
10.	Transportation / Civil works foundation including transportation of all equipment and construction of concrete foundation block basic for the mounting structure	1		