

Issuance Date of Tender: 30<sup>th</sup> March, 2026.  
Closing Date of Tender: 14<sup>th</sup> April, 2026.

NIT No. Pro/223 of 2026

## **BIDDING DOCUMENTS**

### **Supply and Installation of 3 kW Solar Power Systems**

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**National Competitive Bidding**

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**Single State – Two Envelope Bidding  
Procedure**

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**District and Sessions Court,  
Kamber-Shahdadkot at Kamber.  
Phone # 074-9411200**

**March, 2026**

# INVITATION FOR BIDS


DISTRICT & SESSIONS COURT, KAMBER-SHAHDADKOT AT KAMBER

## Supply and Installation of 3 kW Solar Power Systems

NIT No. Pro/223 of 2026

The District & Sessions Court, Kamber-Shahdadtat at Kamber invites bids from reputed manufacturers, authorized distributors, and suppliers having valid NTN & SRB registrations and are placed at Active Tax Payers List (ATL) for "Supply and Installation of 07 Units of 3 kW Solar Power Systems" at different Courts and Bars of Judicial District Kamber-Shahdadtat at Kamber" as per Government policy.

02. Each bidder shall submit Bid Security equivalent to 5% of the Estimated Cost/Offered Bid Price in the form of Bank Draft/Pay Order (only) in name/account of "ACCESS TO JUSTICE DEVELOPMENT FUND FOR DISTRICT AND SESSIONS COURT KAMBER SHAHDADKOT AT KAMBER". The scanned copy shall be uploaded on the SPPRA's ePADS Portal and the original instrument must reach the Procuring Agency before the bid opening time.
03. The bids shall be submitted under the **Single Stage – Two Envelope Procedure** as prescribed in **Rule 46(2) of the Sindh Public Procurement Rules, 2010 (as amended up to date)**.
04. Bidders shall submit separate envelopes marked as "Technical Proposal" and "Financial Proposal" in print through courier and electronically through the SPPRA's e-PADS Portal under the **Single Stage – Two Envelope Procedure** as prescribed in Rule 46(2) of the Sindh Public Procurement Rules, 2010 (as amended up to date). Submission of bids through SPPRA's e-PADS Portal is mandatory.
05. The **Technical Proposals** will be opened first through the e-PADS System. The **Financial Proposals** of only technically qualified bidders will be opened subsequently, on a date to be communicated through the e-PADS Portal.
06. The **bid submission deadline is Tuesday, 14<sup>th</sup> April 2026, at 10:00 A.M.** and Bids will be opened the same day at **11:00 A.M.** through the e-PADS Portal in the presence of bidders or their authorized representatives who choose to attend at the **Court of Senior Civil Judge, District Court Complex, Kamber-Shahdadtat at Kamber.**
07. Complete Bidding Document may be downloaded from the SPPRA's ePADS Portal at <https://portalsindh.eprocure.gov.pk>.
08. Incomplete, ambiguous and conditional bids will not be accepted.
09. The District & Sessions Court, Kamber-Shahdadtat at Kamber reserves the right to **cancel the bidding process, and**
10. **to modify the bidding documents or re-issue the tenders,** in accordance with Rules 23, 25, and 26 of the Sindh Public Procurement Rules, 2010 (as Amended up to date).

  
\_\_\_\_\_  
CHAIRPERSON  
Procurement Committee,  
District & Sessions Court, Kamber-  
Shahdadtat at Kamber.

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# 1: GENERAL CONDITIONS FOR BIDDING

## 1.1 : Clarification of Bidding Documents

A prospective bidder requiring any clarification(s) in respect of the Bidding Document(s) may contact the Accountant District & Sessions Court, Kamber-Shahdadkot at Kamber, Contact No. 074-9411200, Email: [djshahdadkot@sindhhighcourt.gov.pk](mailto:djshahdadkot@sindhhighcourt.gov.pk) or by registered post at District & Sessions Court, Kamber-Shahdadkot at Kamber.

- i. (i) The Accountant will respond to any query for clarification prior to the deadline for the submission of bids.
- ii. (ii) Clarifications shall be sought at least five (5) days prior to the bid-opening date, in accordance with Rule 23 of the Sindh Public Procurement Rules 2010 (As Amended up to date).

## 1.2 : Amendment of Bidding Documents

- i. At any time prior to the deadline for submission of bids, the District & Sessions Court, Kamber-Shahdadkot at Kamber may, for any reason, modify the Bidding Document by issuing an addendum.
- ii. Any addendum thus issued shall be part of the Bidding Document and shall be made available online on the official website of SPPRA.
- iii. The District & Sessions Court, Kamber-Shahdadkot Kamber may at its discretion extend the deadline for the submission of bids.

### 1.3.1: Eligible Bidders

Bidding is open to all firms meeting the following criteria:

- i. The Bidder shall be a registered contractor, manufacturer, authorized distributor, supplier, or experienced service provider.
- ii. The Bidder must have successfully completed at least two (02) or more contracts of a similar nature and size as requisitioned under the Bidding Document. Documentary evidence to this effect must be provided with the bid, which includes a copy of the contract/purchase order, certificate from the client for successful completion of contract. If deemed necessary for satisfaction, the Procurement Committee, may also conduct site visit of the previously executed works mentioned by bidder.
- iii. The Bidder should not be blacklisted.
- iv. The Bidder must have qualified technical staff.
- v. The bidder shall have a minimum annual turnover of PKR 1 million during the last 3 fiscal years.
- vi. The Bidder should be on the Active Taxpayer List (ATL) of Federal Board of Revenue (FBR).

- vii. The Bidder should be registered with the Sindh Revenue Board (SRB).
- viii. The Bidder should be registered under the Sales Tax Act with a National Tax Number (NTN), General Sales Tax (GST) and Vendor Number.

#### **1.3.2: Technical Evaluation Criteria**

The Technical Evaluation shall be conducted in accordance with Rule 46(2) of the Sindh Public Procurement Rules 2010 (as amended up to date) under the **Single-Stage Two-Envelope** Procedure. Evaluation shall be based on responsiveness to the technical specifications, eligibility requirements, experience, and capacity of the bidder as defined in Clause 1.3.1 and the Schedule of Requirements; submission of bid security; and proper signing of the bidding documents by the bidder.

Only technically responsive bidders fulfilling all mandatory requirements and specifications shall qualify for financial evaluation.

#### **1.4 : Documents Comprising the Bid**

The bid shall comprise of the following documents:

- i. **Bid Form** (available in the Bidding Document).
- ii. **Bidder's information Form** (available in the Bidding Document).
- iii. **Price Schedule Form** (available in the Bidding Document).
- iv. **Power of Attorney** in accordance with section 2 (2.4).
- v. **Earnest Money/Bid Security**.
- vi. **Declaration** affidavit on Rs.100 Stamp Paper by the Bidder declaring that his firm is not blacklisted.
- vii. **Copies of NTN, General Sales Tax, Vendor Number and ATL**.
- viii. **Evidence of Tax Return**.

#### **1.5 : Sufficiency of bid**

Each Bidder shall satisfy himself before Bidding as to the correctness of his bid and of the prices entered for the proper execution of the bid.

**1.6** Prior to the detailed evaluation of bids, the Procurement Committee will determine whether the Bidder fulfills all requirements of eligibility criteria as per section 1.3. If the Bidder does not fulfill any of these conditions, it will not be evaluated further.

#### **1.7 Criteria for Bid Evaluation**

- i. The cost of bid should be inclusive of supply of the Goods/Services. No separate cost shall be entertained.

- ii. The bidder should quote one price for each item. Two or more prices for one item will be treated as non-responsive so far as it relates to that quoted item.
- iii. Bidder may bid for all Goods/Services as mentioned in the schedule of requirement form or may bid separately for any of the items.
- iv. Bidders cannot bid for partial quantities of an item in the schedule of requirement. THE BID MUST BE FOR THE WHOLE QUANTITY OF ANY ITEM REQUIRED IN THE SCHEDULE OF REQUIREMENT.
- v. Any bid found as conditional or in any manner what so ever ambiguous will be treated as non-responsive and will be rejected.

### **1.8 : Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and the District and Sessions Court, Kamber-Shahdadkot at Kamber will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **1.9 : Earnest Money/Bid Security**

- i. Each Bidder shall furnish the required Earnest Money/Bid Security in favour of the “**Access to Justice Development Fund for District and Sessions Court, Kamber-Shahdadkot at Kamber**”. The Earnest Money/Bid Security shall be valid for a period as specified in the Bidding Data Form.
- ii. In case of failure to submit Earnest Money/Bid Security (physical form) prior/at the time of bid opening, the bids bid rejected by the District & Sessions Court, Kamber-Shahdadkot at Kamber treating it as non-responsive.
- iii. The Earnest Money/Bid Security of an unsuccessful Bidder will be returned to him after the award of the contract.
- iv. The Earnest Money/Bid Security of the successful Bidder(s) will be returned on satisfactory performance of Job or supply of relevant item(s).
- v. The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if he fails to timely deliver the good(s) or provision of services.
- vi. The Earnest Money/Bid Security of the successful Bidder(s) may be forfeited, if he withdraws his bid during the period of bid validity

or does not accept the correction of his bid Price.

#### **1.10 :The Goods**

- i. The Goods delivered should be new and in no case used or refurbished.
- ii. If the concerned Committee of the District & Sessions Court, Kamber-Shahdaskot at Kamber rejects any Good during its opening due to any justifiable reason, then the successful Bidder will be bound to replace it within the delivery period at his own cost.

#### **1.11 :The Services**

- i. The bidder has to ensure supply of the specified quantity and quality of goods and services.

#### **1.12 : Dispute Resolution**

- i. Any dispute will be resolved by the Grievance Redressal Committee as per Rules.

##### **1.12.1 Amicable Settlement:**

The Parties agree to attempt to resolve any dispute arising under this Agreement promptly, amicably and in good faith. Each Party shall designate a representative who shall be entitled to enter into discussions to resolve by amicable agreement any dispute in connection with this Agreement.

##### **1.12.2 Arbitration**

(a) Any dispute arising out of or in connection with this Agreement that has not been resolved amicably in accordance with Clause 1.12.1 shall be settled by arbitration in accordance with the **Arbitration Act, 1940 (as amended, supplemented or modified)**. The dispute shall be referred to a **sole arbitrator mutually agreed upon by both parties**. If the parties fail to agree on an arbitrator within thirty (30) days of a written request by either party, an arbitrator shall be appointed in accordance with the provisions of the said Act by a competent court of law.

(b) The arbitration proceedings and the award shall be rendered in the **English/Urdu language**.

(c) The arbitration shall be conducted at **Kamber-Shahdaskot at Kamber, Sindh, Pakistan**.

(d) The **decision of the arbitrator** shall be final and binding upon both parties, and judgment upon the award rendered may be entered in any court of competent jurisdiction.

### **1.12.3 Performance to Continue During Dispute:**

Notwithstanding any reference of a dispute to the amicable settlement or arbitration herein, the Parties shall (to the extent practicable) continue to perform their respective obligation under this Agreement unless they otherwise agree.

### **1.13: Rejection of Bids**

Bid may be rejected if:

- i. Eligibility criteria is not met.
- ii. Bid is submitted without the required Earnest Money/Bid Security.
- iii. Bid is received after the specified date and time as per the Bidding Data Form.
- iv. If the Bidder has no GST or NTN or Vendor Number.
- v. Any other major discrepancy found in the proposal.

## **2: INSTRUCTIONS TO BIDDERS – SUBMISSION OF BID**

- 2.1 The Bidder is expected to follow all instructions and specifications in the bidding document.
- 2.2 Failure to furnish all information required in the bidding document or to submit a bid not substantially responsive to the bidding document will be at the Bidder's risk and may result in the rejection of the bid.
- 2.3 The bid shall remain valid for the period stipulated in the Bidding Data Form.
- 2.4 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder.
- 2.5 Official seal shall be affixed on every page of the bid or shall be initialed by the person submitting the bid.
- 2.6 A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 2.7 All bids shall be submitted electronically through the SPPRA e-Procurement (e-PAD) portal before the deadline specified in the Bidding Data Form. No manual or physical bid submission will be entertained.
- 2.8 Bidders must ensure successful upload and encryption of their bids on the e-PAD system within the prescribed time.
- 2.9 The Bidder may modify or withdraw his bid through e-PAD portal before the deadline for submission. After the closing time, no modification or withdrawal shall be permitted.
- 2.10 Any bid submitted or uploaded after the deadline on the e-PAD portal will be automatically rejected by the system.
- 2.11 The Bidder may modify or withdraw his bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bid, is received by the District & Sessions Court, Kamber-Shahdadkot at Kamber prior to the deadline prescribed for submission of bids.

2.12 No bid shall be modified after the deadline for submission of bids.

2.13 No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of a bid during this interval shall result in the forfeiture of the bid security.

2.14 The prices shall be fixed and must be inclusive of all relevant taxes. If a tax is not mentioned, then the offered price will be considered as inclusive of all prevailing/applicable taxes.

2.15 If these instructions to Bidders are not fully complied with, the bid may be rejected.

### **3: BID OPENING, CLARIFICATION AND EVALUATION**

3.1 The bids will be opened in the presence of the Bidders or their representatives who choose to attend at the time, date and location stipulated in the Bidding Data Form.

3.2 Bidders or their representatives who choose to attend shall sign the attendance sheet.

3.3 The Bidder's name, bid price, the presence or absence of the Bid Security, and such other details as the Procurement Committee of the District & Sessions Court, Kamber-Shahdaskot at Kamber its discretion may consider appropriate, will be announced at the time of bid opening.

3.4 A substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document.

3.5 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.

3.6 The Procurement Com

3.7 The Procurement Committee of the District & Sessions Court, Kamber-Shahdaskot at Kamber will evaluate and compare the bids which have been determined to be substantially responsive.

3.8 The Procurement Committee of the District & Sessions Court, Kamber-Shahdaskot at Kamber will announce the result of the bid evaluation at least Seven (07) days prior to the award of contract on the official websites of the District & Sessions Court, Kamber-Shahdaskot at Kamber and SPPRA.

3.9 No bid shall be rejected at bid opening, except the late bids, which shall be returned unopened to the Bidder.

3.10 The Procurement Committee of the District & Sessions Court, Kamber-Shahdaskot at Kamber will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

**Bid Evaluation:**

3.11 Bids will be opened on the tender opening date as specified in the Bidding Data Form.

3.12 Bids will be opened at the time and date as mentioned in the Bidding Data Form.

3.13 To assist in the examination, evaluation and comparison of bids, the Procurement Committee of District & Sessions Court, Kamber-Shahdadkot at Kamber 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.

3.14 The bids will be evaluated as per specifications laid down for each item/service proposed for purchase. The bids which do not conform to the prescribed specifications and terms and conditions of tender, will not be accepted.

3.15 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 the Bidder does not accept the corrected bid price, his bid will be rejected and his Bid Security shall be forfeited.

## **4: INSTRUCTIONS TO BIDDERS – TIME FOR COMPLETION OF CONTRACT AND WARRANTY**

### **4.1 Supply of Goods and Services**

4.1.1 Goods/Services shall be delivered/provided at the locations provided at Sr. # 1 of the Bidding Data Form or any other notified place of District Kamber-Shahdadkot at Kamber within the specified time as mentioned in the Bidding Data Form at the cost of the successful Bidder.

4.1.2 If the Bidder fails to deliver or provide any or all of the Goods/Services within the period specified, the District & Sessions Court, Kamber-Shahdadkot at Kamber shall, without prejudice to its other remedies under the Contract, deduct from the tender price, as liquidated damages, at the rate of five percent (5%) of the tender price of the delayed Good(s) and District & Sessions Court, Kamber-Shahdadkot @ Kamber reserves the right to adopt any course permissible and the firm shall be blacklisted.

4.1.3 If any fault /defect occurs in the Goods or quality of service, it will be replaced/rectified by the Bidder at his own risk and cost.

4.1.4 There shall be minimum one-year warranty for all hardware and installed system.

## **5: INSTRUCTIONS TO BIDDERS – PROCESS TO BE CONFIDENTIAL**

5.1 No Bidder shall contact any officer of the District & Sessions Court; Kamber-Shahdaskot at Kamber on any matter relating to his bid from the time of the bid opening to the time the bid evaluation result is announced. The evaluation result will be announced at least Seven (07) days prior to Award of Contract.

5.2 Any effort by a Bidder to influence any officer of the District & Sessions Court, Kamber-Shahdaskot at Kamber in the bid evaluation, bid comparison, or contract award decisions may result in the rejection of his bid.

5.3 Whereas, any Bidder feeling aggrieved may lodge a written complaint to Grievance Redressal Committee (GRC) constituted under Rule 31 of the Sindh Public Procurement Rules, 2010 (As amended up to date) after the announcement of the bid evaluation result. However, a mere fact of lodging a complaint shall not warrant suspension of the procurement process.

5.4 No bidder may ask for sharing the information/documents of other bidders participating the process.

## **6: AWARD OF CONTRACT**

### **6.1 Award Criteria and Rights of the District and Sessions Court, Kamber-Shahdadkot at Kamber.**

- (a) The Procurement Committee, District & Sessions Court, Kamber-Shahdadkot at Kamber shall award the Contract to the Bidder(s) whose bid has been determined to be substantially responsive to the Bidding Documents and most advantageous Bid as per procurement Rules.
- (b) The Procurement Committee, District & Sessions Court, Kamber-Shahdadkot at Kamber reserves the right to:-
  - i. increase or decrease the quantity of the Goods/Services without any change in the unit price or other terms and conditions.
  - ii. 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 District & Sessions Court, Kamber-Shahdadkot at Kamber action except that the grounds for its rejection of all bids shall upon request be communicated, to any Bidder who submitted a bid, without justification of the grounds.
  - iii. notice of the rejection of bids shall be given to the Bidders.
- (c) The Procurement Committee, District & Sessions Court, Kamber-Shahdadkot at Kamber observes the highest standard of ethics during the procurement and will reject a bid at any stage if it determines that the Bidder recommended for award has engaged in any corrupt or fraudulent practices in competing for the contract in question.

### **6.1 Notification of Award**

Prior to expiry of the period of bid validity, the Procurement Committee of District & Sessions Court, Kamber-Shahdadkot at Kamber will notify the successful Bidder in writing that his bid has been accepted.

### **6.2 Performance Guarantee**

The successful Bidder shall be bound to furnish a performance guarantee as provided in the Bidding Data Form.

### **6.3 Payment and Currency**

Payment shall be made in Pakistani Rupees after successful delivery of the Goods/ Services.

6.4 All applicable taxes shall be deducted at source as per Government Rules.

**6.5 Signing of the Contract Form**

After acceptance of the Bid, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding Document incorporating all agreements between the parties. The successful Bidder shall sign and date the Contract Form and return it to the Procuring Agency/District & Sessions Court, Kamber-Shahdadkot at Kamber on the same day of the receipt of the said Contract Form.

## 7: BIDDING DATA FORM

**Brief Description of Work:** Tender for Installation of 07 Units of 3 kW Solar Power Systems in The Taluka Courts and Taluka Bar Associations of Judicial District Kamber-Shahdadkot, under the projects of the Access to Justice Development Fund for District & Sessions Court, Kamber-Shahdadkot at Kamber.

Sr. No	Description of Work	Location
1	Installation of 07 Units of 3 kW Solar Power Systems in Taluka Courts Taluka Bar Associations of Judicial District Headquarter Kamber-Shahdadkot.	<ol style="list-style-type: none"> <li>1. 01 Unit at Taluka Bar Association, Shahdadkot.</li> <li>2. 02 Units at Judicial Complex, Taluka Warrak (Court + Bar).</li> <li>3. 02 Units at Judicial Complex, Taluka Nasirabad (Court + Bar).</li> <li>4. 02 Units at Judicial Complex, Taluka Mirokhan (Court + Bar).</li> </ol> <p style="text-align: center;">District Kamber-Shahdadkot at Kamber.</p>
(2)	Bid Currency:	The bids to be quoted in Pakistani Rupees and the payment shall also be made in Pak. Rupees.
(3)	Deadline for online Submission of bid:	<b>10:00 A.M. on 14<sup>th</sup> April, 2026.</b>
(4)	Address:	Office of the Senior Civil Judge/Assistant Sessions Judge, Kamber.
(5)	Time and date of Bid opening:	<b>11:00 A.M. on 14<sup>th</sup> April, 2026.</b>
(6)	Validity of bid:	Ninety (90) days from the date of bid opening.
(7)	Value of Earnest Money/Bid Security	<b>Five percent (05%)</b> of the Estimated Cost/Offered Bid Value in the shape of Bank Draft/Pay Order (only) in favour of <b>“Access to Justice Development Fund for District &amp; Sessions Court, Kamber-Shahdadkot at Kamber”</b> .
(8)	Validity of Earnest Money/Bid Security	<b>Ninety (90)</b> days from the bid opening.
(9)	Timeframe for completion:	The successful Bidder shall be bound to supply / provide the Goods/Service sat location and time

		as specified in the Schedule of Requirement Form.
(10)	Performance Guarantee	Five percent ( <b>05%</b> ) of the bid price in the form of Bank Draft/Pay Order, which shall be "Retained until completion of supply and satisfactory performance period as per SPPRA Rules.
(11)	Venue	Office of Senior Civil Judge/Assistant Sessions Judge, District & Sessions Court, Kamber-Shahdadkot at Kamber.

## 8: BID FORM

District & Sessions Court, Kamber-Shahdadkot at Kamber Tender Reference

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

Bid Reference No. \_\_\_\_\_

To:

The Chairperson, Procurement Committee,  
District & Sessions Court,  
Kamber-Shahdadkot at Kamber,

Dear Sir,

(1) Having examined the Bidding Documents, we, the undersigned, being a company doing business under the name of and address of \_\_\_\_\_ and being duly incorporated under the laws of Pakistan hereby offer to supply the bid for Goods/Services.

(2) We, the undersigned, offer to supply and deliver the bid for Goods/Services in conformity with the said Bidding Document at a price offered in the Financial Proposal/Price Schedule.

(3) As security for due performance of the undertakings and obligations of this bid, we submit herewith an Earnest Money/Bid Security as provided in Clause 7 & 8 of the Bidding Data Form.

(4) We undertake to deliver and complete the supply of Goods/Services within the time as provided in the Schedule of Requirement Form.

(5) We agree to abide by this bid up to its validity period as mentioned in the Bidding Data Form and it shall remain binding upon us and may be accepted by the Procurement Committee, District & Sessions Court, Kamber-Shahdadkot at Kamber, any time before the expiry of that period.

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

(7) We do hereby declare that the bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid.

Dated \_\_\_\_\_, 2026, Signature \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_ Mobile/WhatsApp #: \_\_\_\_\_

Seal: \_\_\_\_\_



## 10: FORM OF CONTRACT AGREEMENT

THIS AGREEMENT is made at Kamber  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2026,

### BETWEEN

**The District & Sessions Court, Kamber-Shahdadkot at Kamber** (hereinafter referred to as the “Purchaser” or “Procuring Agency”), having its office at Judicial Complex, Kamber-Shahdadkot at Kamber,

### AND

\_\_\_\_\_ (hereinafter referred to as the “Supplier”), a firm/company duly registered under the laws of Pakistan, having its principle place of business at  
\_\_\_\_\_

### WHEREAS:

The Purchaser is desirous and invited bids for the supply and installation of 07 units of 3kW Solar Power Systems for the Taluka Courts and Taluka Bar Associations of District Kamber-Shahdadkot as specified in the **Schedule of Requirement Form**, and has accepted the bid of the Supplier for the total contract price of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** as offered by the Supplier in the Financial Proposal/Price Schedule.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the GENERAL CONDITIONS OF CONTRACT referred to.
2. The following documents collectively referred to as “the Bidding Document” shall be deemed to form and be read and construed as part of this agreement, viz.:
  - a. Letter of Intent / Acceptance Letter / The Award of Contract, where applicable;
  - b. The Bid Form and the Price Schedule Form submitted by the Bidder;
  - c. The Schedule of Requirements;

d. GENERAL CONDITIONS OF CONTRACT;

e. SPECIAL CONDITIONS OF CONTRACT;

f. Earnest Money/ Bid Security; and

g. Performance Guarantee.

3. In consideration of the payments to be made by the Purchaser to the Supplier, the Supplier hereby covenants with the Purchaser to provide the Goods/Services in conformity in all respects with the provisions of the Bidding Document.

4. The Purchaser hereby covenants to make payment to the Supplier in Pakistani Rupees within one month after successful delivery of the Goods/Services.

IN WITNESS whereof the Purchaser and the Supplier hereto have caused this Contract Agreement to be executed on the day and year first above written in accordance with the relevant laws.

For and on behalf of the Purchaser.

For and on behalf of the Supplier.

\_\_\_\_\_

\_\_\_\_\_

Sign & Seal of the Procuring  
Agency

Sign & Seal of the Supplier

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Signed, Sealed and Delivered in the Presence of the following witnesses:

**WITNESS 1:**

**WITNESS 2:**

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC #: \_\_\_\_\_

CNIC #: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Contact No.: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

## 11: SCHEDULE OF REQUIREMENT / TECHNICAL SPECIFICATIONS

- a. The District & Sessions Court, Kamber-Shahdadkot at Kamber intends to procure 07 numbers of complete 3KW Solar Power Systems to be installed at different Taluka Courts and Taluka Bar Associations with Onsite Supply, Installation and Commissioning basis. The Solar Power Systems should meet the following minimum specifications:

Sr.#	Item	Specifications	Qty per Each System	Total Qty (for 07 Systems)
1.	Inverters	3 K.W Hybrid Inverters Pure Sine Wave, minimum 97% efficiency, 5-year warranty	01	07
2.	Solar Panels	Tier-1 Mono PERC, 500 watts or above, IEC-certified; Linear Performance Guarantee 25-year; Performance Warranty 10 years.	07	49
3.	Batteries	Lithium Ion 24 Volts 100 Amps Batteries	01	07
4.	DB (Distribution Box)	<ul style="list-style-type: none"> <li>▪ DC Breakers for both Battery and Solar Side</li> <li>▪ Single Pole Breaker for AC Input</li> <li>▪ Change Over Switch for Shifting Electricity or Solar inverter Voltage</li> <li>▪ Voltage &amp; Ampere protection Device</li> <li>▪ AC Voltmeter</li> <li>▪ Indicator Lights</li> <li>▪ 1 DB Box Main</li> </ul>	01	07
5.	Framing Mounting Structure /	16-gauge MS pipe, rust-proof coated winds resistance up to 150 km/h.	01 Frame	07 Frames
6.	Wiring Protection &	<ul style="list-style-type: none"> <li>▪ Complete DC / AC cabling with breakers and protection devices.</li> <li>▪ 6 mm DC Wire + 25 mm Battery Wire</li> </ul>	-	-
7.	Electrical Miscellaneous Items	As per the requirement	-	-
8.	Installation	Includes testing, commissioning, and handover	01	07

b. **Delivery / Completion Period:** The supply and installation of all Solar Systems should commence within **14 days** and be completed within **30 days** of issuance of Purchase/ Supply Order.

c. **Place of Delivery / Installation:**

01 Unit at Taluka Bar Association, Shahdadkot.

02 Units at Judicial Complex, Taluka Warrach (Court + Bar).

02 Units at Judicial Complex, Taluka Nasirabad (Court + Bar).

02 Units at Judicial Complex, Taluka Mirokhan (Court + Bar).

## 12: PRICE SCHEDULE FORM

**(To be Filled by the Bidder and submitted with Financial Proposal)**

Supply and Installation of 07 Units of 3 kW Solar Power Systems in Taluka Courts  
and Taluka Bar Associations of District Kamber-Shahdadkot at Kamber.

Sr. No.	Description	Brand, Model & Specifications of Offered Product	Qty Per Each System	Unit Price Offered (PKR)	Total Price Offered (inclusive of all applicable taxes)
Col (1)	Col (2)	Col (3)	Col (4)	Col (5)	Col (6)
1.	Inverter		01		
2.	Solar Panels		07		
3.	Battery Bank		01		
4.	Framing		01		
5.	Distribution Box		01		
6.	Power Cables & Accessories		-		
7.	Miscellaneous / Electrical Items (incl. adj. share)		-		
8.	Transportation Charges (incl. adj. share)		-		
9.	Installation Charges (incl. adj. share)		-		
<b>Subtotal for One Solar System</b>					
<b>Grand Total for 7 Solar Systems</b>					

Note:

1. The bidder must clearly specify the brand and model against each quoted item. Mentioning multiple brands separated by 'or', '/', etc., shall render the bid non-responsive.
2. All materials and installations shall conform to the required standards and specifications.
3. All Applicable Taxes must be included in the total offered bid/price.

Signature: \_\_\_\_\_

Seal: \_\_\_\_\_

## 13: GENERAL CONDITIONS OF THE CONTRACT

### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a) "The Bidding Document" shall include the following documents and forms:
    - i. Invitation to Bid;
    - ii. General Conditions for Bidding;
    - iii. Instructions to Bidders;
    - iv. Bidding Data Form;
    - v. Schedule of Requirement Form;
    - vi. Bid Form;
    - vii. Price Schedule Form;
    - viii. Contract Form;
    - ix. General Conditions of the Contract;
    - x. Special Conditions of the Contract.
  - b) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the "Form of Contract Agreement" signed by the Purchaser and Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - c) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
  - d) "The Goods/Services" means the supplies, equipment, and services required for the use of the **District & Sessions Court, Kamber-Shahdaktot at Kamber**, which the Supplier is obligated to provide to the Purchaser under the Contract.
  - e) "GCC" means the General Conditions of Contract contained in this section.
  - f) "The Purchaser" means the Procuring Agency/the organization purchasing the Goods/Services.
  - g) "The Supplier" means the entity supplying the Goods/Services.
  - h) "Day" means a calendar day.
  - i) "The Supply site" is the place where the goods are to be supplied and installed within **District Kamber-Shahdaktot at Kamber**.

## **2. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## **3. Standards**

The Goods/Services supplied under this Contract shall conform to the standards mentioned in the Bidding Document.

## **4. Inspection**

4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods/ Services to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The Bidder shall provide sample of each item to be procured along with text to be printed which will be retained by the purchaser.

4.2 Should any inspected or tested Goods/ Services fail to conform to the Specifications, the Purchaser may reject the Goods/ Services. Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Purchaser.

4.3 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.

## **5. Delivery and Documents**

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirement Form.

## **6. Transportation**

The Supplier is required under the Contact to transport the Goods/Services to **District & Sessions Court, Kamber-Shahdadkot at Kamber at specified places.**

## **7. Payment**

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed and upon fulfillment of other obligations stipulated in the Contract.

## **8. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Purchaser and the Supplier.

## **9. Delays in the**

9.1 Delivery of the Goods and performance of Services

**Supplier's Performance**

shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirement Form.

- 9.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 10.

**10. Liquidated Damages**

If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, shall deduct from the tender price, as liquidated damages, at the rate of five (5) percent of the tender price of the delayed Good(s)/Services and substitute with supplier. District & Sessions Court, Kamber-Shahdadkot at Kamber reserves the right to adopt any course permissible to blacklist the firm.

**11. Termination for Default**

11.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract, or
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or

misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

**12. Force Majeure**

- 12.1 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 12.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**13. Notices**

- 13.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party's address.
- 13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**Purchaser's address for notice purposes:**

Name of Officer: Ayaz Hussain Tagar, Accountant, District & Sessions Court, Kamber-Shahdadkot at Kamber).  
Complete Address: District & Sessions Court, Kamber-Shahdadkot at Kamber.  
Phone Number: 074-9411200

**Supplier's address for notice purposes:**

Name of Officer:  
Complete Address:  
Phone Number:

**14. Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties etc., incurred until delivery of the contracted Goods/Services to the Purchaser.

**15. Governing Language**

The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**16. Applicable Law**

The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan.

## 14. SPECIAL CONDITIONS OF CONTRACT

### 14.1 Scope

These Special Conditions of Contract (SCC) shall supplement and, in case of conflict, supersede the provisions of the General Conditions of Contract (GCC).

### 14.2 Delivery and Installation Period

The Supplier shall deliver and install the Goods/Services strictly within the timelines specified in the Schedule of Requirement Form. Any delay beyond the allowed period shall attract penalties under Clause 10 of the GCC.

### 14.3 Warranty and Support

All equipment supplied shall carry a minimum one-year warranty for parts and services, except those for which warranty is already specified. The Supplier shall provide on-site technical support during this period without additional cost.

### 14.4 Payment Terms

Payment shall be made in Pakistani Rupees after successful completion, inspection, and acceptance of the Goods/Services. No advance payment shall be made.


### 14.5 Performance Guarantee


The Performance Guarantee shall remain valid until satisfactory completion of supply, installation, and warranty period, whichever is later.

### 14.6 Jurisdiction

All disputes shall be subject to the jurisdiction of competent Courts at Kamber-Shahdadkot at Kamber, Sindh.

  
MAKHDOOM FAIQ HUSSAIN  
Member

  
MUHAMMAD AMIN MORIO  
External Member

  
MUHAMMAD SALEEM AWAN  
Chairperson