



GOVERNMENT OF SINDH
SCHOOL EDUCATION & LITERACY DEPARTMENT

NOTIFICATION

NO.SO(P)/SELD/FRPC-JICA/25-26: In pursuance of the Sindh Public Procurement Rules, 2010 (amended upto date) a Procurement Committee comprising of following Officers for procurement of goods, services and works under the scheme titled "Programme for Flood Response through Reconstruction of Education Facilities in Sindh" (Assisted by JICA) School Education & Literacy Department is constituted as under:-

- | | | |
|----|--------------------------------------------------------------------------------------|------------------|
| 1 | Project Director,
JICA Assisted Project
School Education & Literacy Department | Chairman |
| 2 | Representative of Energy Department, Government of Sindh. | Member |
| 3. | DDO JICA Assisted Project
School Education & Literacy Department | Member/Secretary |

ToR's

- Preparation of Bidding Documents.
- Carrying out technical as well as Financial evaluation of the Bids.
- Preparing evaluation report as provided in Rule 45 of SPPRA 2010.
- Making recommendation for award of contract to successful bidders.
- Perform any other function ancillary and incidental to the above.


SECRETARY TO GOVT. OF SINDH

NO.SO(P)/SELD/FRPC-JICA/25-26

Karachi, dated the 10-02-2026

A copy is forwarded for information & necessary action to:-

1. The P.S. to Secretary, School Education & Literacy Department.
2. The P.S. to Secretary Energy Department, Government of Sindh.
3. All Member of the Committee.
4. Office Order File.


SECTION OFFICER (P)





GOVERNMENT OF SINDH
SCHOOL EDUCATION & LITERACY DEPARTMENT
PROJECT IMPLEMENTATION UNIT (PIU)
UPGRADING PRIMARY GIRLS SCHOOL
INTO ELEMENTARY SCHOOLS IN RURAL AREAS OF SINDH
(ASSISTED BY JICA)

ANNUAL PROCUREMENT PLAN
(Works, Goods & Services)

Financial year 2025-26

Sr. No.	Description of Procurement	Quantity (Where applicable)	Estimated Unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/Non ADP)	Proposed Procurement Method	Timing of procurements				Remarks
								1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	
1	Solarization of 09 Schools constructed under --Programme for Flood Response Through Reconstruction of Education Facilities in Sindh. (Assisted by JICA) ADP scheme no. 291 of 2025-26	On need basis	N/A	10,800	10,800	ADP	single stage two envelope procedure	-	-	To be initiated in 3 rd quarter	To be completed in 4 th quarter	-

PROJECT DIRECTOR
JICA PROJECT
School Education & Literacy Department



GOVERNMENT OF SINDH
SCHOOL EDUCATION & LITERACY DEPARTMENT
PROJECT IMPLEMENTATION UNIT (PIU)

IFB NO. SELD/E&A/PD/PRO-SOLAR-JICA/25-26

Date: 30-03-2026

NOTICE INVITING TENDER

Procurement of Solar Power System

Vide Tender Reference No. SELD/E&A/PD/PRO-SOLAR-JICA/25-26

1. The School Education & Literacy Department, Government of Sindh has received an allocation from the Public Fund in Pak rupees towards the cost of ADP scheme for the year 2025-26 for Educational Institutes working under administrative control of School Education & Literacy Department. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Procurement of Solar Power System Commissioning and related Services for 09 schools constructed under Programme for Flood Response Through Reconstruction of Education Facilities in Sindh. (Assisted by JICA) Grant-in-Aid in 6 districts of Sindh Mirpurkhas (03), Nawabshah (01), Badin (01), Khairpur (02), Sukkur (01) & Ghotki (01), under **Single Stage Two Envelope Method Rule 46(2) of Sindh Public Procurement Rules, 2010 [Amended / up to date]** via **SPPRA Portal, e-Pak Acquisition & Disposal System (e-PADS)**, from experienced and reputable firms registered with FBR and other relevant authorities, having relevant experience. Complete details of eligibility & other requirements are given in Bidding Documents.
2. Eligible bidders may download the Bidding Document from e-PADS (<https://portalsindh.eprocure.gov.pk/#>). Manual bids will NOT be accepted unless they have been submitted electronically on e-PADS first.
3. All intending bidders are required to submit tender fee of **PKR 10,000/- (Non-refundable)** in shape of Pay Order / demand draft in Pak Rupees and submit **Rs 500,000 as an amount of Bid Security** in shape of pay order / demand draft issued by any scheduled Bank of Pakistan or by a foreign Bank duly counter guaranteed by a scheduled Bank in Pakistan, in favour of Project Director (JICA), SELD Karachi, above which shall be valid till 90 days beyond the bid validity Period, not later than **12:00 noon, on 16th April, 2026**. The Technical Bids will be opened at **12:30 pm** on the same day of deadline for receipt of bids.
4. Schedule for issuance Bidding Documents on **1st April, 2026 till 16th April, 2026** and submission on **16th April, 2026 at 12:00 noon** and opening of **Technical bids on 16th April, 2026 at 12:30 pm** at committee room of Project Director, JICA Project, School Education and Literacy Department, at 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi. The **Financial Proposals** of the qualified bidders will be opened after technical evaluation by the committee. Financial proposals of non-qualified bidders will be returned as unopened.
5. The rates quoted should be inclusive of GST, Income Tax, SRB etc. GST will be deducted at source at the prescribed rates. Delivery of Solar Power System Commissioning and related Services will be made institutions wise at mentioned locations in the bidding documents.
6. The bidders should give their best and final prices as no negotiations are expected.
7. The Procuring agency may reject any or all bids to subject to relevant provisions of **SPPRA Rules 2010 (Amended up to date)** and may cancel the bid process at any time prior to the acceptance of a bid or proposal as mandated under **Rule-25(i) of SPP Rules, 2010 (Amended up to date)**. In case public holiday or due to any unavoidable circumstances on closing/opening date, the bids will be received and opened on next working day at the same time and venue.

INFRY: 1288-2026

Express Tribune 1st April 2026
WORK FOR SINDH
JOB PORTAL BY
INFORMATION DEPARTMENT

PROJECT DIRECTOR

Office Address: 2nd floor, Old KDA, Sindh Secretariat No.03,
Kamal Atta Turk Road, Karachi

حکومت سندھ

اسکول ایجوکیشن اینڈ لٹریسی ڈپارٹمنٹ، پروجیکٹ امپلمینٹیشن یونٹ (PIU)

تاریخ: 30-03-2026

IFB نمبر: SELD/E&A/PD/PRO-SOLAR-JICA/25-26



ٹینڈر کے لیے نوٹس

سولر پاور سسٹم کی خریداری

بمطابق ٹینڈر حوالہ نمبر: SELD/E&A/PD/PRO-SOLAR-JICA/25-26

1. اسکول ایجوکیشن اینڈ لٹریسی ڈپارٹمنٹ، حکومت سندھ کو اے ڈی پی اسکیم کے مالی سال 2025-26 کے لیے پبلک فنڈ سے پاکستانی روپے میں رقم مختص کی گئی ہے تاکہ اسکول ایجوکیشن اینڈ لٹریسی ڈپارٹمنٹ، تحت چلنے والے تعلیمی اداروں پر خرچ کیے جا سکیں۔ اس فنڈ کا ایک حصہ سولر پاور سسٹم کی فراہمی، تنصیب اور متعلقہ خدمات کے معاہدے کے تحت ادائیگیوں کے لیے استعمال کیا جائے گا۔ یہ کام سندھ میں سیلاب کے بعد تعلیمی اداروں کی بحالی کے پروگرام کے تحت تعمیر شدہ 09 اسکولوں کے لیے کیا جائے گا۔ (جے آئی سی اے کی معاونت سے) یہ منصوبہ سندھ کے 6 اضلاع: میرپورخاص (3)، نوابشاہ (1)، بدین (1)، خیرپور (2)، سکھر (1) اور گھوٹکی (1) کے لئے ہے۔ ٹینڈر سندھ پبلک پروکیورمنٹ رولز 2010 (ترمیم شدہ) کے رول 46(2) کے تحت سنگل اسٹیج ٹو اینیولپ طریقہ کار کے مطابق SPPRA پورٹل (e-PADS) کے ذریعے طلب کیا جا رہا ہے۔ صرف وہی کمپنیاں درخواست دے سکتی ہیں جو ایف بی آر اور دیگر متعلقہ اداروں میں رجسٹرڈ ہوں اور متعلقہ تجربہ رکھتی ہوں۔ مزید تفصیلات بڈنگ دستاویزات میں دی گئی ہیں۔
2. اہل بولی دہندگان بڈنگ دستاویزات e-PADS کی ویب سائٹ (<https://portalsindh.eprocure.gov.pk/#>) سے ڈاؤن لوڈ کر سکتے ہیں۔ دستی بولیاں قبول نہیں کی جائیں گی جب تک کہ وہ پہلے e-PADS پر جمع نہ کروائی گئی ہوں۔
3. تمام بولی دہندگان کو 10,000 روپے (ناقابل واپسی) بطور ٹینڈر فیس، بذریعہ بے آرڈر/ڈیمانڈ ڈرافٹ جمع کرانا ہوگی، جبکہ 500,000 روپے بطور بڈ سیکورٹی بذریعہ بے آرڈر/ڈیمانڈ ڈرافٹ، بنام پروجیکٹ ڈائریکٹر (جے آئی سی اے)، ایس ای ایل ڈی کراچی، پاکستان کے کسی شیڈولڈ بینک یا غیر ملکی بینک (جو پاکستان میں کسی شیڈولڈ بینک سے تصدیق شدہ ہو) کے ذریعے جمع کروانا ہوگی۔ بولی کی مدت سے 90 دن بعد تک مؤثر رہے گی۔ بولیاں جمع کرانے کی آخری تاریخ 16 اپریل 2026 دوپہر 12:00 بجے تک ہے، جبکہ ٹیکنیکل بولیاں اسی دن 12:30 بجے کھولی جائیں گی۔
4. بڈنگ دستاویزات یکم اپریل 2026 سے 16 اپریل 2026 تک جاری کی جائیں گی۔ بولیاں 16 اپریل 2026 کو دوپہر 12:00 بجے تک جمع کرائی جائیں گی اور ٹیکنیکل بولیاں اسی دن 12:30 بجے کھولی جائیں گی۔ یہ عمل پروجیکٹ ڈائریکٹر، جے آئی سی اے پروجیکٹ، اسکول ایجوکیشن اینڈ لٹریسی ڈپارٹمنٹ کے کمیٹی روم، واقع دوسری منزل، اولڈ کے ڈی اے، سندھ سیکریٹریٹ نمبر 03، کمال اتا ترک روڈ، کراچی میں ہوگا۔ کامیاب بولی دہندگان کے فنانشل پروپوزلز، کمیٹی کی ٹیکنیکل جانچ کے بعد کھولی جائیں گی جبکہ ناکام بولی دہندگان کی مالی پیشکشیں بغیر کھولے واپس کر دی جائیں گی۔
5. دی گئی قیمتوں میں جی ایس ٹی، انکم ٹیکس، ایس آر بی وغیرہ شامل ہوں گے۔ جی ایس ٹی مقررہ شرح کے مطابق منبع پر کٹوتی کی جائے گی۔ سولر پاور سسٹم کی فراہمی اور خدمات، بڈنگ دستاویزات میں دی گئی جگہوں پر ادارہ کے مطابق فراہم کی جائیں گی۔
6. بولی دہندگان اپنی بہترین اور حتمی قیمت پیش کریں کیونکہ کسی قسم کی گفٹ و شنید نہیں ہوگی۔
7. خریداری کرنے والا ادارہ SPPRA رولز 2010 (ترمیم شدہ تا حال) کے مطابق کسی بھی یا تمام بولیوں کو مسترد کرنے کا حق رکھتا ہے اور کسی بھی وقت بولی کے عمل کو منسوخ کر سکتا ہے، جیسا کہ SPP رولز 2010 (ترمیم شدہ تا حال) کے رول 25(1) میں درج ہے۔ اگر مقررہ دن، کسی سرکاری تعطیل یا کسی ناگزیر وجہ سے بولیوں کے عمل میں تعطل آیا، تو بولیاں اگلے کام کے دن اسی وقت اور مقام پر وصول اور کھولی جائیں گی۔

پروجیکٹ ڈائریکٹر

دوسری منزل، اولڈ کے ڈی اے، سندھ سیکریٹریٹ نمبر 03،

کمال اتا ترک روڈ، کراچی

Express 1st Army 2026

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INF/KRY: 12/0-2026



GOVERNMENT OF SINDH
SCHOOL EDUCATION & LITERACY DEPARTMENT

NOTIFICATION

NO.SO(P)/SELD/FRCRC-JICA/25-26: In continuation of this office notification dated 10.02.2026 and in pursuance of the Sindh Public Procurement Rules, 2010 (amended upto date) a Complaint Redressal Committee comprising of following Officers for the scheme titled "Programme for Flood Response through Reconstruction of Education Facilities in Sindh" (Assisted by JICA) School Education & Literacy Department is reconstituted as under:-

- | | | |
|----|------------------------------------------------------------------------------|----------|
| 1. | Special Secretary (PDF, SE&LD) | Chairman |
| 2. | Independent Professional to be nominated by the Head of the Procuring Agency | Member |
| 3. | Representative of Accountant General of Sindh | Member |

ToR's

- To perform according to Rule - 31 of SPPRA, 2010.
- Perform any other function ancillary and incidental to the above.


SECRETARY TO GOVT. OF SINDH

NO.SO(P)/SELD/PRO-SOLAR-JICA/25-26

Karachi, dated the: 30-03-2026

A copy is forwarded for information & necessary action to:-

1. The P.S. to Secretary, School Education & Literacy Department.
2. The P.S. to Secretary Energy Department, Government of Sindh.
3. All Member of the Committee.
4. Office Order File.


SECTION OFFICER (P)



SCHOOL EDUCATION & LITERACY DEPARTMENT

BIDDING DOCUMENT

FOR

NATIONAL COMPETITIVE BIDDING

**Procurement of Solar Power System,
Commissioning and Related Services**

(TECHNICAL PROPOSAL)

PART ONE (FIXED)

- Instructions to Bidders (ITB)
- General Conditions of Contract (GCC)

**NOTICE INVITING TENDERS
(NIT)**



Date:

NOTICE INVITING TENDER

Procurement of Solar Power System

Vide Tender Reference No. SELD/E&A/PD/PRO-SOLAR-JICA/25-26

1. The School Education & Literacy Department, Government of Sindh has received an allocation from the Public Fund in Pak rupees towards the cost of ADP scheme for the year 2025-26 for Educational Institutes working under administrative control of School Education & Literacy Department. It is intended that part of the proceeds of this allocated fund will be applied to eligible payments under the contract for Procurement of Solar Power System Commissioning and related Services for 09 schools constructed under Programme for Flood Response Through Reconstruction of Education Facilities in Sindh. (Assisted by JICA) Grant-in-Aid in 6 districts of Sindh Mirpurkhas (3), Nawabshah(01), Badin (01), Khairpur(02), Sukkur(01) & Ghotki(01), under **Single Stage Two Envelope Method Rule 46(2) of Sindh Public Procurement Rules, 2010 [Amended / up to date]** via **SPPRA Portal, e-Pak Acquisition & Disposal System (e-PADS)**, from experienced and reputable firms registered with FBR and other relevant authorities, having relevant experience. Complete details of eligibility & other requirements are given in Bidding Documents.
2. Eligible bidders may download the Bidding Document from e-PADS (<https://portalsindh.eprocure.gov.pk/#/>). Manual bids will NOT be accepted unless they have been submitted electronically on e-PADS first.
3. All intending bidders are required to submit tender fee of **PKR 10,000/-** (Non-refundable) in shape of Pay Order / demand draft in Pak Rupees and submit **Rs 500,000 as an amount of Bid Security** in shape of pay order / demand draft issued by any scheduled Bank of Pakistan or by a foreign Bank duly counter guaranteed by a scheduled Bank in Pakistan in favour of Project Director (JICA), SELD Karachi above which should be valid till 90 days beyond the bid validity Period, not later than **12:00 noon, on 16th April, 2026**. The Technical Bids will be opened at **12:30 pm** on the same day of deadline for receipt of bids.
4. Schedule for issuance Bidding Documents on 1st April, 2026 and submission on 16th April, 2026 at 12:00 noon and opening of Technical bids on 16th April, 2026 at 12:30 pm at committee room of Project Director, JICA Project, School Education and Literacy Department, at 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi. The **Financial Proposals** of the qualified bidders will be opened after technical evaluation by the committee. Financial proposals of non-qualified bidders will be returned as unopened.
5. The rates quoted should be inclusive of GST, Income Tax, SRB etc. GST will be deducted at source at the prescribed rates. Delivery of Solar Power System Commissioning and related Services will be made institution wise at mentioned locations in the bidding document.
6. The bidders should give their best and final prices as no negotiations are expected.
7. The Procuring agency may reject any or all bids to subject to relevant provisions of **SPPRA Rules 2010 (Amended up to date)** and may cancel the bid process at any time prior to the acceptance of a bid or proposal as mandated under **Rule-25(i) of SPP Rules, 2010 (Amended up to date)**. In case public holiday or due to any unavoidable circumstances on closing/opening date, the bid documents will be received and opened on next working day at the same time and venue.

PROJECT DIRECTOR

Office Address: 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi

**INSTRUCTIONS
TO
BIDDERS**

INSTRUCTIONS TO BIDDERS

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

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Procuring Agency as defined in the Bidding Data hereinafter called “the Procuring Agency” wishes to receive bids for the supply of items as described in these Bidding Documents and summarized in the Bidding Data hereinafter referred to as the “items”.
- 1.2 The successful Bidder will be expected to supply the items within the time specified in the schedule of delivery.
- 1.3 All items to be supplied under the Contract shall have as their country of origin an eligible country as per Appendix-A to Bid.
- 1.4 For purposes of this Clause, the term “items” includes completed new units ready to use & manufacture as per individual requirements of each location of placing/ room in newly constructed school building while implementing quality control parameters. The completed items include but not limited to categories as described in Bidding Data.
- 1.5 The term “country of origin” means the country where the items have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 1.6 The nationality of the firm that produces, assembles, distributes, or sells the items shall not determine their origin.
- 1.7 The bidding is open to all eligible suppliers registered with FBR & Government of Sindh as National/International Competitive Bidding as indicated in the Bidding Data.

IB.2 Source of Funds

- 2.1 The Procuring Agency has received a grant from the source indicated in the Bidding Data towards the cost of the project provided by the Government of Sindh as specified in the Bidding Data and it is intended that it will be applied to eligible payments under the Contract for which these Bidding Documents are issued.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements:
 - a) A Bidder having the nationality of Pakistan or of an eligible country in accordance with Appendix A to Bid and having registered with Federal Board of Revenue and other mandatory requirements mentioned in the evaluation criteria.
 - b) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the items to be purchased under this Invitation for Bids.
 - c) Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1.

- d) d) Government-owned enterprises shall be eligible only if they can establish that they
 - (i) are legally and financially autonomous.
 - (ii) operate under the principles of commercial law, and
 - (iii) are not dependent agencies of the purchaser.

IB.4 One Bid per Bidder

- 4.1 Each Bidder shall submit only one bid either by himself. Joint Venture/consortium is allowed.

IB.5 Cost of Bidding

- 5.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit (Visit to delivery location)

- 6.1 The Bidders are advised to visit and inspect the location of delivery & installation as indicated in Bidding Data 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 Supply & installation of items. All cost in this respect shall be at the bidder's own expense.
- 6.2 List of Schools provided in Data Sheet of the Bidding Documents.
- 6.3 The Bidders and any of their personnel or agents will be granted permission by the Procuring Agency 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 Procuring Agency, 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.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to Notice Inviting Tenders (NIT), are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders
2. Bidding Data
3. Annexure-I to Bidding Data (Technical Evaluation Criteria)
4. Form of Technical Bid, Form of Financial Bid and Appendices to Bid
5. Schedules to Bid
 - i. Schedule A: Price Schedule/BOQ for items
 - ii. Schedule B: Price Schedule for items to be offered from outside the Procuring Agency's country
 - iii. Schedule C: Manufacturer's Supplier's Authorization
 - iv. Schedule D: List of other Goods to be supplied
 - v. Schedule E: Schedule of Storage, Delivery & Payments
 - vi. Schedule F: Inspection and Tests to be carried out
6. Technical Specifications
7. General Conditions of Contract (GCC),
8. Particular Conditions of Contract (PCC)
9. Sample Forms
 - i. Form of Bid Security
 - ii. Form of Performance Security
 - iii. Form of Contract Agreement
 - iv. Form of Advance Payment Security

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.30, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective Bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency will respond to any request for clarification which he receives earlier than the time, stated in the Bidding Data, prior to the deadline for submission of bids. Copies of the Procuring Agency's response will be forwarded to all interested bidders that have received the bidding documents, including a description of the enquiry but without identifying its source.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Procuring Agency 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 7.1 hereof and shall be communicated in writing to all bidders. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

9.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency may extend the deadline for submission of bids in accordance with Clause IB.24

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid as well as all correspondence and documents related to the bid exchanged by a bidder and Procuring Agency shall be in the bid language stipulated in the Bidding Data & Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of relevant parts in the bid language, in which case, for purposes of evaluation of bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid (Individual Bidder)

11.1 Each Bidder shall submit the following documents comprising a Bid:

- a) Power of attorney (on company's letterhead) authorizing the signatory of the bid to act for and on behalf of the Bidder;
- b) Form of Technical Bid & Form of Financial Bid (on company's letterhead) as described in Bidding Data.
- c) Letter of Authorization from Manufacturer on letterhead as per format given as Schedule-C to Bid (required only in case the Bidder is not manufacturer himself).
- d) Updated Pre-Qualification Information (if applicable)
- e) Documentary evidence established in accordance with IB Clause 14 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
- f) Documentary evidence established in accordance with IB Clause 15 & 16 that the items and ancillary services to be supplied by the Bidder are in conformity with the bidding documents
- g) **Technical Proposal/Bid** containing all the required category wise details as described in the Technical Evaluation Criteria given as Annexure-I to Bidding Data along with evidence/ relevant documents to demonstrate the adequacy of the bid meeting requirements for timely supply/ delivery of items.
- h) **Financial Proposal/Bid** comprising of Schedule-A i.e. the Price Schedule/BOQ completed in all respects in accordance with IB Clauses: IB.12 & IB.13 along with Shop Drawings of all the items as listed in BOQ.
- i) Bidders shall also submit proposals of supply and transportation methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.
- j) Any other pertinent information.

IB.12 Bid Prices - Price Schedule /BOQ

- 12.1 The Bidder shall submit Price Schedules/BOQ (Schedule-A) for all types of items, in accordance with requirement of each building type as mentioned in Bidding Data.
- 12.3 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the items as described in Sub-Clause 1.1 hereof, based on the unit rates and/or prices submitted by the bidder.
- 12.4 The Bidders shall fill in rates and prices for all items of the items described in the Price Schedules/BOQ. Items against which no rate or price is entered by a bidder will not be paid for by the Procuring Agency when delivered and shall be deemed covered by rates and prices for other items in the Price Schedules/BOQ.
- 12.5 Bidders are required to submit along with their financial proposal, the Rate Analysis of all the items against which bidder has quoted his rates. All government taxes including GST should also be mentioned & highlighted separately in Rate Analysis.
- 12.6 Prices indicated on the Price Schedule/BOQ shall be delivered duty paid (DDP) prices. i.e. the

supplier/contractor have to pay for all of the costs related to transporting, installation the goods and he shall be responsible in full for all the items until they have been received and accepted by the end user/Procuring Agency. This includes paying for the shipping, the duties and any other expenses incurred while shipping the goods.

- 12.7 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.
- 12.8 Additional/reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be dealt as per Clause 17 of the General Conditions of Contract.
- 12.9 The rates and prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to IB.35. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

IB.13 Currencies of Bid and Payment

- 13.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak rupees. A Bidder expecting to incur expenditures in other currencies for items supplied from outside the Procuring Agency's country (referred to as the "Foreign Currency Requirements") shall indicate the same in Appendix-B to Bid. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder's home country or, (ii) at the Bidder's option, entirely in Pak rupees provided always that a Bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid.
- 13.2 The rates of exchange to be used by the Bidder for currency conversion shall be the TT&OD Selling Rates published or authorized by the State Bank of Pakistan prevailing on the date 28 days prior to the deadline for submission of bids. For the purpose of payments, the exchange rates used in bid preparation shall apply for the duration of the Contract.

IB.14 Documents Establishing the Eligibility of the Bidder

- 14.1 To establish their eligibility in accordance with IB 3, Bidders shall:
 - (a) Provide the eligibility documents as per IB Clause 3; and

IB.15 Documents Establishing the Eligibility of the items

- 15.1 To establish the eligibility of the items in accordance with IB 1.3, Bidders shall complete the country of origin declarations in the Price Schedule & Appendices to Bid.

IB.16 Documents Establishing the Conformity of the items to the Bidding Document

- 16.1 To establish the conformity of the items to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the items and be supplied conform to the specified requirements.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the items.
- 16.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Agency in the Schedule of Delivery and, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Agency's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Schedule of Delivery.

IB.17 Documents Establishing the Qualification of the Bidder

- 17.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Procuring Agency's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.
- 17.2 If so required, a Bidder that does not manufacture or produce the items it offers to supply shall submit the Manufacturer's Authorization using the appended form (Schedule-C to Bid) to demonstrate that it has been duly authorized by the manufacturer or producer of the items to supply these items in the Procuring Agency's country.
- 17.3 If so required, a Bidder that does not conduct business within the Procuring Agency's Country shall submit evidence that it will be represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

IB.18 Bid Validity

- 18.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.27.
- 18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Agency may request that the Bidders 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 forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.19 in all respects.

IB.19 Bid Security

- 19.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 19.2 The Bid Security shall be, at the option of the Bidder, in the form of Pay Order/Deposit at Call issued by a Scheduled Bank in Pakistan or in favour of the Procuring Agency.
- 19.3 Any bid not accompanied by an acceptable Bid Security shall be treated as non-responsive by the Procuring Agency & shall be rejected pursuant to IB.35
- 19.4 The bid securities of unsuccessful (technically &/or financially) Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of Bid Validity.
- 19.5 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed the Contract Agreement.
- 19.6 The Bid Security may be forfeited:
- (a) if the Bidder withdraws his bid except as provided in Sub-Clause 26.1;
 - (b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 31.2 hereof; or in the case of successful Bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or (ii) sign the Contract Agreement.

IB.20 Alternate Proposals by Bidder

- 20.1 Should any Bidder consider that he can offer any advantages to the Procuring Agency 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 manufacturing methodology; and (d) any other relevant details / conditions, provided always that the total sum entered in Form of Bid shall be that which represents complete compliance with Bidding Documents.
- 20.2 Alternate Proposal(s), if any, of the lowest evaluated responsive Bidder only may be considered by the Procuring Agency as the basis for the award of Contract to such Bidder.

IB.21 Pre-Bid Meeting

21.1 No applicable.

IB.22 Format and Signing of Bid

- 22.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 22.2 All Appendices and Schedules to Bid are to be properly completed and signed.
- 22.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules 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.
- 22.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original (of both Technical & Financial proposals), specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.7.
- 22.5 The original of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses 11.1(a) and 11.2 hereof. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.
- 22.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, 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.
- 22.7 Bidders shall indicate in the space provided in the Form 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.
- 22.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.23 Sealing and Marking of Bids

23.1 Each Bidder shall submit his bid as under:

- (a) Original of technical & financial Bid shall be separately sealed and put in separate envelopes and marked as such.
- (b) The envelopes containing the original will be put in one sealed envelope and addressed/identified as given in Sub- Clause 23.2 hereof.

23.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring Agency 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.

23.3 In addition to the identification required in Sub- Clause 23.2 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.25

23.4 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.24 Deadline for Submission of Bids

24.1

- (a) Bids shall be submitted by Epads.
- (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. No claims will be entertained for refund of such expenses.

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

IB.25 Late Bids

25.1

- (a) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed in Clause IB.24 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.26 Modification, Substitution and Withdrawal of Bids

26.1 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 Procuring Agency prior to the deadline for submission of bids.

26.2 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.23 with the outer and inner envelopes

additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” as appropriate.

- 26.3 No bid may be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 26.1 and 31.2.
- 26.4 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 Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.19.

E. BID OPENING & EVALUATION

IB.27 Bid Opening

Opening of Technical Bids

- 27.1 Technical Bids will be opened first by the Procurement Committee, including withdrawals, substitution and modifications made pursuant to IB.26, on the date & time as notified in Notice Inviting Tender in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register/attendance sheet evidencing their attendance
- 27.2 At the end of the evaluation of the Technical Bids, the Procuring Agency will invite only those Bidders who have submitted substantially responsive Technical Bids and who have been determined/declared as Technically Qualified for the opening of their Financial Bids/ Proposals clearly specifying date, time & venue of the financial bid opening meeting. The Financial Bids of bidders determined/declared as unsuccessful/Dis-Qualified in Technical Evaluation shall be returned unopened

Opening of Financial Bids

- 27.3 While opening of Financial Bids, the 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.26 shall not be opened.
- 27.4 The Bidder's name, total Bid Price, any discounts, the presence or absence of Bid Security, its amount & issuing bank, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency at the time of opening of Financial Bids.
- 27.5 Procuring Agency shall prepare minutes of the bid opening meeting, including the information disclosed to those present in accordance with the Sub-Clause 27.3.
- 27.6 Any discount offered by the Bidder on its quoted prices, shall only be considered if such discount is either shown on the duly filled-in, signed & stamped Form of Financial Bid or on the Summary Page of BOQ. In case of any discrepancy or difference in the rate or amount of discount mentioned in the Form of Financial Bid (as duly filled-in & signed), and on the Summary Page of the Priced BOQ, the discount shown on the Priced BOQ shall prevail. Discount, if offered, through a separate letter of discount submitted with the Bid or at the time of opening of financial bids will not be entertained and shall be considered null & void."
- 27.7 Discounts offered for the period less than Bid Validity period shall not be considered in evaluation.

IB.28 Process to be Confidential

- 28.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder to influence the Procuring Agency's processing of bids or award decisions may result in the rejection of such Bidder's bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.29 Clarification of Bids

- 29.1 To assist in the examination, evaluation and comparison of bids, the Procuring Agency may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with Clause IB.32.

IB.30 Examination of Bids and Determination of Responsiveness (during Technical Evaluation)

- 30.1 Prior to the detailed evaluation of bids, it will be determined whether each bid is substantially responsive or not as described in Bidding Data.
- 30.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the items; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive, it will be rejected by the Procuring Agency pursuant to IB.35, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.31 Evaluation of Technical Bids

- 31.1 As stated above, technical bids will be opened first by the Procurement Committee, pursuant to IB.26 and all opened technical bids shall be examined whether each bid is substantially responsive or not. Hence; the technical bids found substantially responsive will be evaluated in detail as per Technical Evaluation Criteria set forth in Bidding Documents as Annexure-I to Bidding Data.
- 31.2 At the end of Technical Evaluation, Procuring Agency will invite only those Bidders who have submitted substantially responsive Technical Bids and who have been determined/declared as Technically Qualified for the opening of their Financial Bids/ Proposals.

IB.32 Correction of Errors (Financial Evaluation)

- 32.1 Bids determined to be substantially responsive & technically qualified will be checked by the Procuring Agency for any arithmetic errors. Errors will be corrected by the Procuring Agency as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Procuring Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 32.2 The amount stated in the Form of Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 19.6(b) hereof.

IB.33 Evaluation and Comparison of Financial Bids

- 33.1 The Procuring Agency will evaluate in detail and compare only those Financial Bids determined to be substantially responsive & technically qualified in accordance with Clause IB.30.
- 33.2 In evaluating the Financial Bids, the Procuring Agency will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.31;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies; and
 - (c) Making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria.

- 33.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 33.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Procuring Agency's estimate of the cost of items to be delivered under the Contract, the Procuring Agency may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules to demonstrate the internal consistency of those prices with the manufacturing methodology and schedule proposed. After evaluation of the price analyses, the Procuring Agency may require that the amount of the Performance Security set forth in Clause IB.37 be increased at the expense of the successful Bidder to a level sufficient to protect the Procuring Agency against financial loss in the event of default of the successful bidder under the Contract.

IB.34 Post Qualification of the Bidder

- 34.1 In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in IB.14 and Technical Evaluation Criteria (Annexure-I to Bidding Data)
- 34.2 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 qualifications submitted by the Bidder, pursuant to IB.14, as well as such other information as the Procuring agency deems necessary and appropriate.
- 34.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

IB.35 Award Criteria

- 35.1 Subject to Clauses IB.35 and IB.39, the Procuring Agency will award the Contract to the Bidder whose bid has been determined to be technically qualified & substantially responsive to the Bidding Documents and who declared as the most advantageous Bid or Best evaluated Bid in combined weightages (Technical + Financial), provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3.
- 35.2 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in 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 therefore in writing. They shall form part of the records of that bid evaluation report.

IB.36 Procuring Agency's Right to ACCEPT any Bid and to REJECT any or all Bids

- 36.1 Notwithstanding Clause IB.34, the Procuring Agency 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 except that the grounds for rejection of all bids 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.
- 36.2 At the time of award of the Contract, the Procuring Agency reserves the right to increase or decrease the quantity of items originally specified in Delivery Schedules, provided this does not exceed the percentages indicated in the Bidding Data, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

IB.37 Notification of Award

- 37.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Procuring Agency will pay the Contractor in consideration of the delivery of items by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 37.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Procuring Agency may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.
- 37.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Procuring Agency and the Bidder till signing of the formal Contract Agreement.
- 37.3 Upon furnishing by the successful Bidder of a Performance Security, the Procuring Agency will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.38 Performance Security

- 38.1 The successful Bidder shall furnish to the Procuring Agency a Performance Security of 10% in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period as indicated in Bidding Data.
- 38.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.37.1 or Clauses IB.38 or IB.40 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.39 Signing of Contract Agreement

- 39.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, successful bidder shall bring Contract Agreement (as per format given in Tender Documents) on stamp paper of the value as per Stamp Duty Act- latest version, signed and stamped

by him for SELD signature.

IB.40 General Performance of the Bidders

- 40.1 The Procuring Agency reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Procuring Agency may in case of consistent poor performance of any Bidder as reported by the Procuring Agencies of the previously awarded contracts, inter-alia, reject his bid and proceed in accordance with SPPRA Rules to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for supply of Sprots Kits/material.
- 40.2 The Procuring Agency also reserves the right and power to cancel/terminate the contract due to poor performance of running contract in accordance with the clause 35 of GCC.

IB.41 Integrity Pact

- 41.1 The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G 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.

IB.42 Instructions not Part of Contract

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.43 Margin of Preference

Unless otherwise specified in the Bidding Data, no margin of preference shall apply.

BIDDING DOCUMENT

Bid Data Sheet

1.1 Name and Address of the Procuring Agency:

Office of Project Director JICA, School Education Department Government of Sindh.

1.4 Summary of to be procured:

As mentioned in BOQs.

1.7 National/International competitive Bidding

National competitive bidding as per SPPRA Rules-2010 with amendments till now.

2.1-a Source of Financing/Funding Agency:

The project is financed by the Programme for Flood Response Through Reconstruction of Education Facilities in Sindh. (Assisted by JICA), School Education and Literacy Department.

2.1-b Amount and type of financing: Not Applicable

4.1 Not Applicable

6.1 Location of Delivery

The proposed/tentative list of schools/details in District wise provided at the data sheet of the bidding documents for the delivery / Installation of items (under this tender is provided under Schedule-E; Serial No.2: "Schedule of Delivery" in the Schedules to Bid. The location plans of District are also given in these Tender Documents; however, the Procuring Agency reserves the right to change the exact location of delivery & school building type at any time within the geographical boundaries of SELD Project Area subject to the requirement of each location or status of construction of new school buildings.

8.1 Time limit for clarification:

Bidders may seek clarification in writing at least three (05) days before the bid submission date.

10.1 Bid language:

English.

11.1 (b) Form of Technical Bid

The Bidder shall furnish & complete the Form of Technical Bid as per format given in Tender Documents on company's original letterhead and submitted along with Technical Proposal duly signed & stamped by the authorized signatory/person of the company indicating the goods to be supplied.

Form of Financial Bid

The Bidder shall furnish & complete the Form of Financial Bid indicating total price of all the items to be supplied along with detail of any discounts offered by bidders as per format given in Tender Documents on company's original letterhead and submitted with Financial Proposal duly signed & stamped by the authorized signatory/person of the company.

Both forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11.1 (d) Prequalification Information to be updated: Not Applicable

11.1 (g) Furnish Technical Proposal:

- i) Each bidder has to submit a Technical Proposal containing all the required category wise information/data as described in the Technical Evaluation Criteria given as Annexure-1 to Bidding Data to demonstrate the adequacy of the bidder meeting the requirements for timely supply/ delivery of Complete Solar System. Each bidder must also submit technical drawings of all the items mentioned in the BOQ. Manufacturer's Authorization (on the format provided as Schedule-C) (in case the Bidder is not a manufacturing company/firm);
- ii) The bidder is required to attach a schedule prepared on MS Project showing operation and delivery schedule separately as to how the contract will be completed in this stipulated time period based on the capacity & capability of the bidder mentioned in the documents provided under the evaluation criteria.

11.1 (h) Furnish Financial Proposal:

Each bidder has to submit Financial Proposal/Bid comprising of:

- iii) Letter of Authorization (to be furnished on company's original letterhead) authorising company's representative to sign & submit Bid and/or sign the Contract on behalf of Company.
- iv) Form of Financial Bid (as per Sub-Clause 11.1 (b) indicated above)
- v) Price Schedule/BOQ (completed in all respects & in accordance with IB.12 & IB.13)

12.4 Rates in Price Schedule /BOQ

Following paragraphs are added at the end:

"All the Bidders are also required to fill the rates against items whose quantity is zero or marked "rate only". In case any such type of item is needed to be executed during Contract period, the cost of item shall be deemed to have been included in overall Contract Price and shall not be taken as variation to Contract and shall not be paid separately."

"If any Bidder has quoted rates with the remarks that all the rates are exclusive of GST/Sales Tax, the Bid may be considered as conditional & the Bidder may be treated as Non-Responsive."

13.1 Currency of Bid: Bidders to quote entirely in Pak. Rupees only

13.2 Not Applicable

18.1 Period of Bid Validity: 90 Days after the date of opening of Technical Bids.

19.1 Amount of Bid Security:

All bids must be accompanied by a Bid Security sealed in a separate envelopes and enclosed with Financial Proposals of the amounts stipulated as under:

Total Bid Security = Rs 500,000 (5 Lac) with Financial Bid.

Bid Security of required amount (as mentioned above) shall be irrevocable & cashable on-demand and are required to be furnished in Pak Rupees or an equivalent amount in a freely convertible currency in the form of Pay Order/Demand Draft/Call Deposit by a Scheduled Bank in Pakistan in favour of **"Project Director, JICA Project, School Education and Literacy Department,"** and must be delivered to Procuring Agency's office addressed at 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi. which should be valid till 30 days beyond the expiry of Bid Validity Period (i.e. 120 days)".

20.1 NOT APPLICABLE.

20.2 NOT APPLICABLE.

21.1 Venue, time and date of Pre-Bid Meeting.

NOT APPLICABLE.

22.4 Number of copies of the Bid to be completed and returned:

Scanned copy of Technical Bid shall be uploaded in ePADS as well as financial bid also must be uploaded on ePADs.

23.1 Submission of Bids

The bids shall be prepared and submitted as per “**Single Stage Two Envelope**” bidding procedure in accordance with SPPRA Rule 46(2). Eligible bidders may download the Bidding Document from e-PADS (<https://portalsindh.eprocure.gov.pk/#/>). And shall be uploaded their Technical and Financial Bid on EPADs. Manual bids will NOT be accepted unless they have been submitted electronically on e-PADS first.

23.2(a) Employer's address for the purpose of Bid submission:

Office of Project Director, JICA Project (Assisted by JICA), School Education and Literacy Department, 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi..

23.2(b) Name and Number of the Contract:

JICA Project (Assisted by JICA), School Education and Literacy Department, 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi: Procurement and Installation of Solar System for SE&LD Schools. List of Schools is as under:-

LIST OF SCHOOLS TO BE SOLARIZATION

G. S. No	District	Taluka	Union Council	School Name	SEMIS Code
1	Mirpurkhas	Kot Ghulam Muhammad	Khuda Dad	GGES - Deh - 294	405020099
2	Mirpurkhas	Kot Ghulam Muhammad	Mir Imam Bux	GGES -Kachelo Farm	405020096
3	Mirpurkhas	Hussain Bux Mari	Khan	GGES - Muhammad Hassan Mari	405060015
4	Nawabshah	Sakrand	Pir Zakri	GGES - Jalalani	417030290
5	Badin	S.F Raho/Golarchi	Tarai	GGES - Ibrahim Chandio	401020124
6	Khairpur	Faiz Gunj	Bhango behan	GGES – Bajeed Fakir	415010517
7	Khairpur	Kot Diji	Liyari	GGES – Jani Buriro	415050286
8	Sukkur	Pano Akil	Mulla Ali	GGES – Moto Mirbahar	418010225
9	Ghotki	Ghotki	Ghotki – I	GGES – Officer Colony Ghotki	419010151

24.1(a) Deadline for submission of bids:

As notified in Notice Inviting Tenders NIT

The bidders must submit tender fees, bid security and affidavits in original prior to the time of submission of bids.

25.1 Description of the weightages to be considered during the evaluation process:

Most advantageous bid in terms of both Quality and Cost

Technical criteria 60% and Financial criteria 40%, Totalling 100%.

27.1 Venue, time, and date of opening of Technical Bids:

Venue: Committee Room of Project Director, JICA Project (Assisted by JICA), School Education and Literacy Department, 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi..

Submission Date & Time:

16-04-2026 @ 12:00 noon

Time for opening of Technical Bids: 16-04-2026 @ 12:30 pm

27.2 Venue, time, and date of opening of Financial Bids:

Venue: Office of Project Director, JICA Project (Assisted by JICA), School Education and Literacy Department, 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi..

Date: will be notified to responsive bidders after evaluation of Technical Bids

Time for opening of Financial Bids: will be notified to responsive bidders after evaluation of Technical Bids within Bid Validity period

31.1 Evaluation of Technical Bids

All the Technical Proposals shall be evaluated in accordance with the Technical Evaluation Criteria (attached as Annexure-I to Bidding Data) in order to determine whether each bid is substantially responsive to the requirements of the Bidding Documents & Technically Qualified to perform the contract.

The evaluation committee may also visit the manufacturing facility/display centre or workshop of the potential bidder/s during evaluation of bids in order to determine the capability of the bidder/s to perform the contract.

While conducting evaluation of financial proposals, the weight age points for technical qualification will not be considered.

32.1 Evaluation of Financial Bids

At the end of the evaluation of the Technical Bids, the Procuring Agency will invite only those Bidders who have submitted substantially responsive Technical Bids and who have been determined as Technically Qualified for opening of their Financial Bids/Proposals. The Financial Bids of bidders determined as unsuccessful/Dis-Qualified in Technical Evaluation shall be returned unopened.

32.2 (c) Not Applicable

33.4 Not Applicable

34. Not Applicable

36.1 Prospective bidder(s) may quote for All Districts (Complete Bid).

36.2 Percentage (%) of Increase /Decrease in quantity of items up to $\pm 15\%$

37.1 Performance Security acceptable to the Employer:

*The successful Bidder shall furnish a Performance Security in the form of unconditional on-demand Bank Guarantee/Pay Order/Call Deposit issued by any Scheduled Bank in Pakistan which shall be equal to **10% of Contract Amount** stated in the Letter of Award/ Acceptance & submit within a period of 14 days after the receipt of Letter of Acceptance.*

38.1 Validity of Performance Security:

Performance Security shall be valid up to the completion of Warranty Period.

39.1 Signing of Contract Agreement:

Within fourteen (14) days from the date of furnishing acceptable Performance Security as indicated above, the successful bidder shall bring Contract Agreement (as per format given in Tender Documents) of the value as per Stamp Duty Act- latest version, signed and stamped by him for signature and stamp.

39.1 Stamp duty

Stamp duty on contract agreement or other papers shall be paid by the successful bidder/ contractor as per percentage given in Stamp Duty Act of Sindh- latest version. The updated schedule can be obtained from the office of Chief Inspector of Stamps, Sindh Board of Revenue, opposite MPA hostel, High Court Road, Karachi.

43 Margin of Preference: Not Applicable

TECHNICAL EVALUATION CRITERIA

TECHNICAL EVALUATION CRITERIA

The technical proposals will be evaluated based on the criteria described as under. The Procuring Agency reserves the right to waive minor deviations, if these don't materially affect the capability of a supplier to perform the contract.

Bidders are required to provide evidence/supporting documents with respect to all information given here under.

1. Mandatory Documents

Sr #	Description
1.1	National Tax Number (Certificate)
1.2	Sales Tax Registration (Certificate)
1.3	Sindh Revenue Board (Certificate)
1.4	Active Tax payer (Sales Tax)
1.5	Active Tax Payer (Income Tax)
1.6	PEC Registration (Certificate) in Category: C6 or better , in Specialized Code: EE-04, EE-11, (General Electrical Works & Installation of Solar).
1.7	Undertaking for No black listing/debarred certificate on e-stamp paper in last 5 year
1.8	Undertaking for Litigation as in status on e-stamp paper for contract under litigation or arbitration in last 5 years.
1.9	Relevant Experience at least 3 years.
1.10	Turn over equal to the estimated cost or above in last three years supported by bank statement or Audited Financial Reports.
1.11	Registration with Electrical Inspector to be provided when the bidder executes the work in relevant division.

Evaluation Criteria Based on Scoring

Category 1: General & Financial Criteria (Max. Marks = 25)

Sr #	Description	Maximum Marks	Criteria for Marks Obtained
1.1	General Experience with relevant government / semi-government departments / institutions / authorities	5	<ul style="list-style-type: none"> ▶ 5 marks for 10+ years of establishment. ▶ 3 marks for 7–9 years. ▶ 2 marks for 5–7 years. ▶ 1 mark for 3–5 years. ▶ Copies of company registration and work/purchase orders required. ▶ No marks for invalid evidence. Note: General experience can be claimed either based on incorporation/registration or actual operational experience, clarification may be requested if required.
1.2	Average Annual Turnover (Last 3 Years) supported by Bank Statements & Audited Reports	20	<ul style="list-style-type: none"> ▶ 20 marks if average turnover \geq Rs. 20 Million. ▶ 15 marks if \geq Rs. 15 Million. ▶ 10 marks if \geq Rs. 10 Million. ▶ 0 marks if $<$ Rs. 10 Million. Note: Must attach audited financials and income tax returns. Average = (Year1 + Year2 + Year3)/3. Only bidding entity turnover considered.

Category 1 Total = 25 Marks

Passing in this category is mandatory.

Category 2: Specific Experience (Max. Marks = 40)

Sr #	Description	Maximum Marks	Criteria for Marks Obtained
2.1	Previous experience in Supply & Installation of Solar Systems (Foreign / Donor Funded Projects, last 5 years)	20	► 10 marks per contract/project ≥ PKR 15 Million. ► Copies of Contract Award and Completion/Ongoing Certificates mandatory. ► No marks for missing/invalid evidence.
2.2	Experience with Government / Semi-Government / Equivalent Reputed Organizations	20	► 05 marks per contract/project ≥ PKR 15 Million. ► Maximum 20 marks. ► Copies of Contract Award and Completion/Ongoing Certificates mandatory. ► No marks for missing/invalid evidence.

Category 2 Total = 40 Marks

Passing in this category is mandatory.

Note: Passing Experience Record Criteria is mandatory. Attach Work Orders, Contract Agreements, and Completion Certificates along with client contact details for verification.

Category 3: Technical Expertise, Work Plan & Methodology (Max. Marks = 35)

Sr #	Description	Maximum Marks	Criteria for Marks Obtained
3.1	Technical Expertise (Skilled Manpower)	10	► 02 marks per qualified technical employee. ► Evidence of qualifications and experience required. ► No marks if evidence missing or invalid.
3.2	Work Plan	15	Qualitative scoring: - Excellent: 15 marks - Very Good: 12 marks - Good: 9 marks - Fair: 6 marks - Poor: 0 marks Elaboration: Must include timelines, resources, implementation strategy, risk mitigation. Marks based on appropriateness, completeness, and practicality.
3.3	Methodology	10	Qualitative scoring: - Excellent: 10 marks - Very Good: 8 marks - Good: 6 marks - Fair: 4 marks - Poor: 0 marks Elaboration: Must demonstrate understanding of project objectives, deliverables, and execution strategy. Clarity, relevance, and feasibility are evaluated.

Category 3 Total = 35 Marks

Overall Total = 100 Marks

Final Notes:

1. Minimum **70 Marks (70% cumulative)** required to qualify technically.
2. **Passing in each category** (General & Financial, Specific Experience, Technical/Work Plan & Methodology) is **mandatory**.

3. All documents will be **verified by the Procuring Agency**.
4. Evaluation will be conducted in a **fair, transparent, and objective manner**.

Quality and Cost Based Selection (QCBS)

1. **Weightage Distribution:**

The evaluation of bids shall follow the **Quality and Cost Based Selection (QCBS) method**, with the following weightage:

- **Technical / Quality Score: 60%**
- **Financial / Cost Score: 40%**

2. **Technical / Quality Evaluation:**

The technical score shall be based on the **combined evaluation of General Experience, Financial Criteria, Specific Experience, Technical Expertise, Work Plan, and Methodology**, as detailed in the evaluation criteria.

- Maximum Technical Score = 100 marks
- Weighted Technical Score = Technical Score × 60%

3. **Financial / Cost Evaluation:**

The financial evaluation will consider the **bid price submitted by the bidder**. The lowest evaluated bid will receive the maximum financial score (40 marks), and other bids will receive proportionally lower scores based on the formula:

[

4. **Final Score:**

The **final score** of a bidder will be the sum of the **weighted technical score** and **weighted financial score**:

Illustrative Example:

Bidder	Technical Score (Max 100)	Weighted Technical Score (60%)	Bid Price (PKR)	Weighted Financial Score (40%)	Final Score
Bidder A	85	51 (85 × 0.6)	18,000,000	32 (Lowest Bid / This Bid × 40 = 18M/18M × 40)	83
Bidder B	90	54 (90 × 0.6)	20,000,000	36 (18M/20M × 40) ≈ 36	90
Bidder C	70	42 (70 × 0.6)	15,000,000	40 (Lowest Bid / This Bid × 40 = 15M/15M × 40)	82

Note:

- The bidder with the **highest final score** shall be considered **technically and financially most advantageous**.
- Technical evaluation **must meet the minimum 70% threshold** as per the earlier technical evaluation criteria to qualify.

- QCBS ensures a **balanced selection based on both quality and cost**, incentivizing technically strong bids with competitive pricing.
- Any bids that are found to be unrealistically or unnecessarily low, potentially compromising project quality or technical standards, shall be rejected in accordance with the guidelines of SPPRA and P&D Department for lower bids during the evaluation process to ensure the successful completion of the procurement

GENERAL CONDITIONS

**OF
CONTRACT**

General Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- a) “Contract” means the Agreement entered into between the Procuring Agency and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.
 - b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
 - c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - d) “Day” means calendar day.
 - e) “Delivery” means the transfer of the Items from the Supplier to the Procuring Agency in accordance with the terms and conditions set forth in the Contract.
 - f) “Completion” means the fulfilment of the supply of Items by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - g) “Eligible Countries” means the countries as per Appendix-A.
 - h) “GCC” means the General Conditions of Contract.
 - i) “items” means all of the types of units (either made of single material or of composite materials like wood, MS Pipes, Angle Irons, etc.
 - j) “Procuring Agency’s Country” is the country specified in the Particular Conditions of Contract (PCC)
 - k) The “Procuring Agency” means the Employer who is the entity purchasing the items as specified in the PCC, and includes the legal successors or assigns of the Procuring Agency.
 - l) “PCC” means the Particular Conditions of Contract.
 - m) “Subcontractor” means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the to be supplied is subcontracted by the Supplier.
 - n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Agency and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

- 2. Contract Document**
- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3. Corrupt and Fraudulent Practices**
- 3.1 a) For the purposes of this provision, the term “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.
- b) The Procuring Agency will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.
- 3.2 The Supplier shall permit the Procuring Agency to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa where the context requires.
- 4.2 **Incoterms**
The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
(a) EXW, CIF, DDP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the PCC.
- 4.3 **Entire Agreement**
The Contract constitutes the entire agreement between the Procuring Agency and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 4.4 **Amendment**
No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.5 **Non-waiver**
- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

- 4.6 **Severability**
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Agency, shall be written in the language specified in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 6. Joint Venture, Consortium or Association**
- 6.1 APPLICABLE
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding (ICB) but in case of National Competitive Bidding (NCB), Supplier and its Subcontractors shall have the nationality of Pakistan only. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
- 7.2 All items to be supplied under the Contract and financed by the Procuring Agency shall have their origin in Eligible Countries. For the purpose of this clause, origin means the country where the (any component) have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Agency’s country, unless otherwise specified in the PCC.
- 10. Settlement of Disputes**
- 10.1 The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.
- 11. Scope of Supply**
- 11.1 Subject to the PCC, the items to be supplied shall be as specified in Schedules to Bid.

- 11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery of the items as if such items were expressly mentioned in the Contract.
- 12. Delivery & Documents**
- 12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the items shall be in accordance with the Schedule of Delivery specified in the Schedules to Bid.
- 12.2 The details of shipping and other documents to be furnished & attached with Running Bills/PCs by the Supplier are as specified in the PCC.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the items included in the Scope of Supply in accordance with GCC Clause 11, and Schedules to Bid, as per GCC Clause 12.
- 14. Procuring Agency's Responsibilities**
- 14.1 Whenever the supply of items requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Agency shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 14.2 The Procuring Agency shall afford all costs involved in the performance of its responsibilities, in accordance with Sub-Clause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Letter of Acceptance/Award/Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the items delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized Sub-Clause 15.3 written below (if any).
- 15.3 *[The Purchaser should develop the formula and other factors for Price Adjustment based on the principle of Clause 70.1 of PEC Bidding Documents for Civil Works and Standard Procedure and Formulae for Price Adjustment prepared by PEC, with following modifications.*
- i) Adjustable material would be those raw materials used for manufacturing of specific Items on which, in opinion of the Procuring Agency, the price adjustment is payable. However, the Procuring Agency shall calculate, to make project specific price adjustment formula, the appropriate weightages of major raw materials as per PEC standard documents mentioned above*
- ii) In case of adjustable materials and labor, the current price indices shall be 42 days prior to date of Items transport [or any other appropriate period may be incorporated by the Procuring Agency representing the mid-point of the period of manufacture], while in case of POL, the current price indices shall be 15 days [or any other reasonable period may be incorporated by the Procuring Agency] before date of Items transport.*
- iii) Source for indices:*
- a. For Local Manufactured Items;*
- PICC cost data or any other credible source to be mentioned in bidding documents, failing which to be agreed between parties before signing the Contract.*

*b. For Foreign Manufactured Item:
London Metal Exchange (LME) Rate]*

OR

[The Procuring Agency shall state “This is a Fixed Price Contract” in case the Price Adjustment is not applicable.]

- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the PCC
- 16.2 The Supplier’s request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the items delivered, by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligation stipulated in the Contract
- 16.3 a) Time to be taken by the consultant for processing of supplier’s submitted Invoices/Bills& recommending the same for payments shall be as specified in the PCC
- b) Time to be taken by the Procuring Agency for processing & payment of supplier’s verified Invoices/Bills shall be as specified in the PCC
- 16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the PCC.
- 17. Taxes and Duties**
- 17.1 For items or any of its component thereof supplied from outside the Procuring Agency’s Country, the Supplier shall be entirely responsible for all taxes, custom duty increments, stamp duties, license fees, and other such levies imposed outside the Procuring Agency’s Country.
- 17.2 For items supplied from within the Procuring Agency’s Country, the Supplier shall be entirely responsible for all taxes including GST, duties, license fees, etc., incurred until delivery of the contracted items to the Procuring Agency.
- If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Agency’s Country, the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 The Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide 10% Performance Security for the due performance of the Contract in the amounts and currencies specified in the PCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
- 18.3 The Performance Security shall be denominated in the currencies of the Contract, and shall be on the format stipulated Bidding Data & PCC or on any other format acceptable to the Procuring Agency.
- 18.4 The Performance Security shall be discharged by the Procuring Agency and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the PCC.
- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Agency directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

- 20.1 The Procuring Agency and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on Supplier under GCC Clause 20.
- 20.2 The Procuring Agency shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Agency for any purpose other than the design, procurement, required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Procuring Agency or Supplier need to share with the Procuring Agency or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive till the completion or termination, for whatever reason, of the Contract.

21. Subcontracting

- 21.1 The Supplier shall notify the Procuring Agency in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

- 22.1 Technical Specifications and Drawings
- (a) The Supplier shall ensure that the items comply with the technical specifications and other provisions of the Contract.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Agency, by giving a notice of such disclaimer to the Procuring Agency.
 - (c) The items supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, & Schedules to Bid and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Items.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedules to Bid. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Agency and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the items as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the items and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Procuring Agency.

24. Insurance

24.1 Unless otherwise specified in the PCC, the Items supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, including but not limited to against loss or damage incidental to manufacturing or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms and in addition to further elaborated in the PCC. Insurance should be from a reputable Institution acceptable to SELD.

25. Transportation

25.1 The Supplier is required under the Contract to transport the items to a specified place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in Contract Price.

26. Inspections and Tests

26.1 The Procuring Agency or its designated representative/s shall have right to inspect and/or to test the items to confirm their conformity to the Specifications at no extra cost to the Procuring Agency. Also, the Supplier shall at its own expense and at no cost to the Procuring Agency carry out all such tests and /or inspections of the items as specified in the Schedules to Bid.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the items, as specified in the PCC subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings & production data, shall be furnished to inspectors at no charge to the Procuring Agency.

26.3 The Procuring Agency or its designated representative/s shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, and the cost of all such expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses will be borne by the contractor.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Agency. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Agency or its designated representative to attend the test/ inspection.

- 26.5 The Procuring Agency may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Items comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of Delivery Dates and Completion Dates & other obligations so affected.
- 26.6 The Supplier shall provide the Procuring Agency with a report of the results of any such test and/or inspection.
- 26.7 The Procuring Agency may reject any items or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected items or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Agency, and shall repeat the test and/or inspection, at no cost to the Procuring Agency, upon giving a notice pursuant to GCC Sub-Clause 26.4
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the items or any part thereof, nor the attendance by the Procuring Agency or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- 26.9 The Procuring Agency's right to inspect, test and, where necessary, reject the items after the arrival of items in the Procuring Agency's Country shall in no way be limited or waived by reason of the Items having previously been inspected, tested & passed by the Procuring Agency or its representatives prior to the shipment of from the country of origin.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all shipments/school of the items or to perform the services within the period specified in the Contract, the Procuring Agency may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage of the Contract Price as specified in the PCC until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Procuring Agency may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants in writing that all the items supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 The Supplier further warrants in writing that the items supplied under the Contract shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use of items in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the items, or any portion/ component thereof as the case may be, have been delivered to at the final destinations and accepted by the Procuring Agency.

- 28.4 The Procuring Agency shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Agency shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Items or parts thereof, at no cost to the Procuring Agency.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC, the Procuring Agency may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Procuring Agency's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Agency and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Agency may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
 - (a) installation of the items by the Supplier or the use of the items in the country where the Site is located; and
 - (b) sale in any country of products produced by the Items.

Such indemnity shall not cover any use of the items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Procuring Agency arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Agency shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Agency's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Procuring Agency within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Agency shall be free to conduct the same on its own behalf.
- 29.4 The Procuring Agency shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Procuring Agency shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Agency.

30. Limitation of Liability

30.1 Except in cases of gross negligence or wilful misconduct:
(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and
(b) Aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date or the Contract Price, then such Delivery Date or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency 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.

- 33. Change Orders and Contract Amendments**
- 33.1 The Procuring Agency may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where items to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
 - (b) the method of shipment or packing;
 - (c) the exact place/location of delivery;
 - (d) Any other
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Agency's change order.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the items pursuant to GCC Clause 12 and performance of services, the Supplier shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1
- 35. Termination**
- 35.1 **Termination for Default**
- a) The Procuring Agency, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) if the Supplier fails to deliver any or all of the Items within the period specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 34; or**
 - ii) if the Supplier fails to perform any other obligation under the Contract.**
 - b) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.
 - c) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Items or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Agency for any additional costs for such similar Items. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 **Termination for Insolvency**

The Procuring Agency may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Agency.

35.3 ***Termination for Convenience**

(a) The Procuring Agency, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The items that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Procuring Agency at the Contract terms and prices. For the remaining Items, the Procuring Agency may elect:

(i) **To have any portion completed and delivered at the Contract terms and prices; and/or**

(ii) **to cancel the remainder and pay to the Supplier an agreed amount for partially completed Items and for materials and parts previously procured by the Supplier.**

36. Assignment

36.1 The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Procuring Agency.

37. Spare Parts

37.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

a) Such spare parts as the procuring agency may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligation under the contract; and

b) In the event of production of the spare parts:

i. Advance notification to the procuring agency of the pending termination, in sufficient time to permit the procuring agency to procure needed requirement; and

ii. Following such termination, furnishing at no cost to the procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested.

38. Standards

38.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institutions.

39. Use of contract documents and information; inspection and Audit by the Government

39.1 The supplier shall not, without the Procuring agency's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the procuring agency in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

39.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document of information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

39.3 Any document, other than the Contract itself, enumerated shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the contract if so required by the Procuring agency.

39.4 The Supplier shall permit the Procuring agency to inspect the supplier's accounts and records relating to the performance of the supplier and to have them audited by auditors appointed by the procuring agency, if so required.

40. Patent Rights

40.1 The supplier shall Indemnify the Procuring agency against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

41. Incidental Services

42.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start –up, operation, maintenance, and/or repair of the supplied Goods.

42.2 Price charged by the Supplier for incidental services should be included in the contract price no extra cost would be paid above the contract price.

42. Delays in the Supplier's performance

43.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the procuring agency in the Schedule of Requirements.

43.2 If any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency in writing of the fact of the delay, its likely duration and its causes(s). as soon as practicable after receipt of the supplier's notice, the procuring agency shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties be amendment of contract.

**PARTICULAR CONDITIONS
OF
CONTRACT**

[The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.]

Particular Conditions of Contract

GCC Sub Clause 1.1(j)

The Procuring Agency's country is *Islamic Republic of Pakistan*.

GCC Sub Clause 1.1(k)

The Procuring Agency is: *Project Director, JICA Project (Assisted by JICA), School Education and Literacy Department, 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi.*

GCC Sub Clause 4.2

The version of Incoterms: *current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids*

GCC Sub Clause 5.1

The language shall be: *English*

GCC Sub Clause 7.1 and 7.2 (Eligibility)

The procurement is based on *National Competitive Bidding (NCB)*.

GCC Sub Clause 8.1

For notices, the Procuring Agency's address shall be:

Office of Project Director, JICA Project (Assisted by JICA), School Education and Literacy Department, 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi..

The Address of the Manufacturer shall be: _____
(Addresses of the Supplier shall be entered at the time of signing the Contract)

GCC Sub Clause 9.1

The governing law shall be the Law of Islamic Republic of Pakistan.

In addition to G.C.C, the Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

The Employment of Children (ECA) Act 1991
The Bonded Labour System (Abolition) Act of 1992
The Factories Act 1934.
Sales of Goods ACT1930.
Sindh Public Procurement Rules (Amended 2019)

GCC Sub Clause 10.2

The formal mechanism for the resolution of disputes shall be as follows:

- a. The rights and obligations of the Parties under or pursuant to these Conditions shall be governed and construed according to the Law of Islamic Republic of Pakistan.
- b. The Secretary Education shall be asked by aggrieved or either party and if Secretary Education decision is not accepted by either party, then the right shall remain preserved to move ahead for arbitration showing its intention within 14 days of date of Secretary Education. The option of amicable settlement shall remain open for both parties. The dispute then may be referred to arbitration and shall finally be settled in Pakistan in accordance with the Pakistan Arbitration Act, 1940, and any amendment or substitution thereof. If the Parties cannot agree to the appointment of a sole arbitrator each Party shall appoint an arbitrator and the arbitrators shall, before entering upon the reference, jointly appoint an umpire. The decision of the

arbitrator(s) shall be final and shall not be challenged or assailed in any court on any ground whatsoever. If the two arbitrators so appointed fail to nominate the 3rd arbitrator, then decision for appointment of third arbitrator will be referred to Pakistan Engineering Council.

GCC Sub Clause 11.1

The scope of *Procurement & Installation of Solar System in SELD Schools* is as described in the *Price Schedule/BOQ (Schedule-A&B)*, *Schedule of Storage (Schedule-D, Serial No.1)*, *Schedule of Delivery (Schedule-D, Serial No.2)* & *Schedule of Payments (Schedule-D, Serial No.3)* provided under “Schedules to Bid” provided in Tender & Contract Documents.

GCC Sub Clause 12.1

The list of schools in each District for the delivery of items under this tender will be provided to the firms on request. Moreover, same list will be provided to the successful bidder upon award of the contract. However, the Procuring Agency reserves the right to change the exact location of delivery & school building type at any time within the geographical boundaries of SELD Project area subject to the requirement of each location or status of construction of new school buildings.

GCC Sub Clause 12.2

Details of shipping and other documents to be furnished by the Supplier for requesting payments and completing other formalities:

Following documents are required to be furnished by the Contractor/Supplier upon delivery & placement/fixing of the items at the required location of delivery/school location and the same set of document need to be attached with each running bill/IPC of every shipment/school:

- 1) Supplier’s invoice showing description of items, quantity, unit price & amount. The amount of GST must also be mentioned in Summary of BOQ for each building type;
- 2) Delivery Challan & other Transport Documents (Biltis etc.);
- 3) Manufacturer’s or Supplier’s Warranty Certificate (separately for each shipment/school);
- 4) Manufacturer’s/Supplier’s Factory/Outlet inspection Report (if any); and
- 5) Copies of GST Registration Certificate & NTN of the Manufacturer/Supplier
- 6) Original GST Invoices of concerned shipment/school.
- 7) Any other Document relevant to concerned shipment/school required by the Procuring Agency.
- 8) Delivery Challan will be required against the IPC of final acceptance only mentioned under GCC Sub-Clause 16.2 (c).

GCC Sub Clause 15.3

This is a Fixed Price Contract and no Price Adjustment is allowed/admissible.

GCC Sub Clause 16.1

The submission of Contractor’s Running Bills/Invoice/Interim Payment Certificates (IPCs) shall be made at offices/locations as mentioned under this contract.

GCC Sub Clause 16.2

The Procuring Agency will take maximum of **28 working days** for processing & payment of supplier’s verified invoices/IPCs.

The stage wise payment schedule would be as follow:-

- a) **On shipment:** after successful inspection/acceptance at supplier/ manufacturer warehouse/factory; The bidders/contractor can raise interim payment within 15 days after shipment of related goods including evidence of shipping documents, shipment schedule, category of goods details, insurance documents, and other requisite documents given under the contract required for payments.

- b) **Final acceptance:** 10% to 15% payments will be made after delivery, fixing, installation and final acceptance by the end user i.e. relevant schools.

If any article is found defective or not as per contract, the payment can be withheld or deducted for any of the previous supplied under this contract to cover the loss.

- c) **Retention money:** 10% of verified amount of each interim/running payment (upto maximum limit of 5% of Contract Price) shall be deducted/ withheld from each payment and the same shall be released 50% after last delivery and remaining after successful completion of 01 year warranty period upon final inspection, verification & acceptance by the Procuring Agency.

- d) **Amount of 1st half of Retention Money** (i.e. 2.5% of Overall Contract Price) may be released after final inspection of the last school delivered & satisfaction of the end user/Procuring Agency upon submission of claim along with all the required supporting documents including Inspection Report/Acceptance Certificate issued by the staff as designated by the Procuring Agency.

- e) **The remaining 2nd half of Retention Money** (i.e. 2.5% of Overall Contract Price) to complete 5% of Total Contract Price may be released after completion of warranty period of all the schools delivered & upon submission of claim along with all required supporting documents.

f) Submission of Running Bills/IPC's:

The submission of Contractor's Running Bills/Invoice/Interim Payment Certificates (IPCs) shall be made at below mentioned offices/locations:

<i>For Primary Schools</i>	<i>Project Director, JICA Project (Assisted by JICA), School Education and Literacy Department, 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi..</i>
	<i>Project Director, JICA Project (Assisted by JICA), School Education and Literacy Department, 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi..</i>

- g) **Payment for Goods and Services supplied will be as under:**

Payment shall be made in Pak Rupees, as follows:

- I) **Part payment against part supply is allowed. However, for claiming payment, the amount of invoice should not be less than 10% of the total contractual amount. In other words, for claiming payment, the contractor shall have to deliver at-least 10% of the ordered quantity. However, the final bill may be for less than 10% of the ordered quantity.**
- II) **The documents mentioned in PCC sub clause 12.2 are mandatory for claiming payments. However, the Procuring agency may ask for any additional documents to substantiate the claim of contractor.**

GCC Sub Clause 16.4

The currencies for payments shall be: ***Pak Rupees***

GCC Sub Clause 17.3

Not Applicable

GCC Sub Clause 18.1

- *Replaces the words " twenty eight (28)" with "fourteen (14)"*
- *Add the following paragraphs:*

*"The Supplier shall provide a Performance Security of **Ten (10%) of overall Contract Price** as stated in*

the Letter of Award/Acceptance & submit to Procuring Agency within a period of 21 days after the receipt of Letter of Acceptance.” The Performance Security shall be valid up to the completion of Maintenance Period/Warranty Period.” **and it will be submitted in form of pay order /Demand Draft or bank guarantee in favor of ‘Project Director, JICA Project (Assisted by JICA), School Education and Literacy Department, 2nd floor, Old KDA, Sindh Secretariat No.03, Kamal Atta Turk Road, Karachi..**

GCC Sub Clause 18.3

The Supplier shall provide an “irrevocable” & “cashable on-demand” Performance Security of required amount as mentioned in sub-clause 18.1 above in Pak Rupees (or in an equivalent amount in a freely convertible currency) on the prescribed Form annexed to these Documents in the form of unconditional on-demand Bank Guarantee issued by any scheduled Bank of Pakistan or by a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of Procuring Agency. The cost of complying the requirements of this Sub-Clause shall be borne by the Contractor.

[The following provision should be used in the case of Goods having warranty obligations.]

GCC Sub Clause 21.1

Not Applicable

GCC Sub Clause 21.2

Not Applicable

GCC Sub Clause 24.1

Replace the entire text with the following:

“The items supplied under the Contract shall be *Delivered Duty Paid (DDP)* under which risk is transferred to the buyer after having been delivered & accepted by the Procuring Agency, hence insurance coverage including insurance during transportation upto destination is supplier’s responsibility. For the purpose of this sub-clause, supply items are to be insured in Pak Rupees equivalent to its costs plus 10% for storage, transportation and installation”. (110% of the contract value)

GCC Sub Clause 26.1

In addition to G.C.C, Inspection and tests prior to shipment of Goods and at final acceptance are as follows:-

- Visual inspection.
- Any tests to ascertain the quality, standard and veracity of the and the material so used.
- Goods packaging for safe transportation till final destination (it will be responsibility of the supplier to ensure safety of goods till final destination and the SELD may ensure quality of goods before transportation – at the point of origin)
- Stage inspections where deemed necessary for example (Inspection of Raw materials to be used, source of materials, inspection during manufacturing, prior to polishing and then on finished product) at manufacturer’s risk and expense.
- Goods are new and unused; and
- Beneficiary (each school) will inspect each item at final destination. (Document duly verified and signed by authorized representative(s) is mandatory to get final 10% (Ten) percent payment released from SELD/concerned office).

GCC Sub Clause 26.4

The Supplier would give 07 days of advance notice in writing to the procuring agency before conducting any stage inspection..

GCC Sub Clause 27.1

The applicable rate for imposing of liquidated damages shall be 0.08% of Contract Price for each day of delay in completion of the delivery subject to a maximum of 10% of Contract Price stated in the Letter of Acceptance/Award.

GCC Sub Clause 28.3

The warranty for items of each school arrived at site shall be valid upto *01 Year*.

Above warranty shall be started with effect from the date of sign of Inspection Report/Acceptance Certificate of each school mutually signed by (i) staff/representatives as nominated/ designated by the Procuring Agency & (ii) representatives of the supplier/contractor, upon successful delivery, placing & fixing of items at required locations/places.

GCC Sub Clause 28.4

The Contractor shall be responsible to rectify all the defects with same material & procedure/s adopted during manufacturing as per specifications & replace the necessary components required as per site during warranty period

GCC Sub Clause 28.5 & 28.6

The Supplier shall correct any defects covered by the warranty within 15 days of receipt of Notice issued under GCC sub-clause 28.4. Otherwise defects will be rectified from the market and cost so incurred will be deducted from the IPC.

GCC Sub Clause 30.1

The amount of aggregate liability shall be: *cost of supplied items*.

GCC Sub Clause 32.3: *Not Applicable***GCC Sub Clause 33.1:**

Not applicable

GCC Sub Clause 33.2:

Not applicable

GCC Sub Clause 35.3 (b):

Only inventory in process and finished goods as per our specification will be accepted only.

43. GCC Sub Clause 37.1:

GCC 37.1 – additional spare parts are required to be stored at nearest showroom/display centre in case repair or replacement of any parts is required during warranty period.

Sample provision.

Advance Sample would be submitted by the technically accepted bidders. (If Required).

In addition to G.C.C supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

SCHEDULES TO BID

Schedule-A

Abstract Price Schedule / Bill of Quantities for Items

Sr	Item Name	Specifications	Qty Per School	Total No of Schools	Total Quantity	Unit Price	Total Price
1	Solar Panels	610 Watt Mono-Crystalline “A Grade” Solar Panel with minimum 20 Years Warranty. Make: Jinko N-Type / Longi / Canadian / JA or Equivalent Model.	8	9	72		
2	Hybrid Inverter	Inverter: Hybrid inverter, IP65 or higher OR Equivalent, Rated. Capacity: Not less than 5.0kWh. High Efficiency Inverter(Hybrid) with built in MPPT and charge controller. Hybrid inverter shall take both the Grid/utility and solar power at the same time.	1	9	9		
	Batteries	Lithium Battery , 5.0kWh Battery OR Equivalent) IP54 or higher, Operating Voltage: 45 to 57.6 V, Cycle Life: 6,000 cycles or more. Preparation of the user manual and maintenance manual, and instruction on their use. Inverter and Battery shall be of the same brand or be compatible with each other.					
3	Roof Mounted Frames	Aluminum frame / Galvanized sheet material (heavy duty) L2, section \geq 2 mm thick. Fixed with Rawl bolts or foundation blocks (12” x 18”) as per site requirement. Panel mounting frame, Material:	4	9	36		

		galvanized steel, Distance between the PV module and the roof would be adjusted to exact conditions with welding joint between panels					
4	Roof / Panel Mounted Frames	Aluminum frame / Galvanized sheet material (heavy duty) L2, section \geq 2 mm thick. Fixed with Rawl bolts or foundation blocks (12" x 18") as per site requirement. Panel mounting frame, Material: galvanized steel, Distance between the PV module and the roof would be adjusted to exact conditions with welding joint between panels	1	9	9		
5	Electrical Accessories (including DC cables & conduit)	Distribution boards with AC & DC circuit breakers of appropriate capacity from reputable brands (Schneider / ABB / Suntime or equivalent). AC/DC cables of appropriate size & gauge from reputable brands (Pakistan Cables / Fast Cable / equivalent). Complete wiring in channel patti or PVC conduit as per site requirement. Indicators, changeover switches and all supporting items/accessories provided.	1	9	9		
6	Earthing / Grounding	Earthing rod: 3 m depth, 20 mm dia with clamp. Earthing pits and any chemical earthing treatment as per site requirements.	1	9	9		
7	Installation & Transportation	Transportation, delivery at destination including loading & unloading. Complete installation, testing, commissioning of solar system to the full satisfaction of end user.	1	9	9		

NOTE:

- i. GST charges must be calculated as per applicable rate.
- ii. If any Bidder has not mentioned GST charges in the Bid, the same shall be deemed to have been included in overall quoted Bid Price & shall not be paid separately.
- iii. GST and any other applicable tax/duty/fee/paid challans vouchers are to be submitted alongwith bills to the Procuring Agency.
- iv. Quantity break-up of each item to be supplied and delivered. Costs related to the logistics (transportation, loading & unloading) of item from the point of origin (supplier's premises) to the point of destination will be arranged / borne by the supplier and must be incorporated in this Price Schedule. These costs along with all applicable taxes to be incorporated by the prospective bidder(s) under Unit Price (Price Schedule).

Note: In case of discrepancy between unit price and total, the unit price shall prevail. Arithmetic correction will be applicable.

Schedule-B

Price Schedule/BOQ for Items

Schedule-C

List of Other Goods/Accessories to be supplied

List of Other Goods/Accessories to be supplied

[Separate tables shall be used only in case of procurement of very large quantities, required to be split for multiple Contracts, keeping in view capacity of Supplier's against the Goods supply. The evaluation of Bids shall, therefore, be. However the award is made on least cost combination to the Procuring Agency.

In case of quantities manageable by a single supplier through a single Contract, only one table shall be used without referring to any.]

No. : [if applicable]				
Name : [if applicable]				
Item No.	Name of Goods	Description	Unit of Measurement	Quantity

No. : [if applicable]				
Name : [if applicable]				
Item No.	Name of Goods	Description	Unit of Measurement	Quantity

No. : [if applicable]				
Name : [if applicable]				
Item No.	Name of Goods	Description	Unit of Measurement	Quantity

Schedule-D

***Schedule of Storage, Schedule of Delivery &
Schedule of Payments for Items***

Schedule of Storage, Delivery & Payments

Schools in District _____

1. Schedule of Storage

Sr. No.	Shipment No.	Minimum Time Limit for Storage/ Stacking at Bidder's own warehouse	Remarks
01	All Shipments	Three Months	<ul style="list-style-type: none"> ➤ The cost of storage/stacking of ready material for each shipment to be incorporated in the quoted rates by the contractor. ➤ If the Bidder has not quoted the rates for storage against specified item in BOQ of each school building type, then the cost of storage shall be deemed to have been included in the overall quoted Bid Price and shall not be paid separately.

NOTE:- Payments will be made through Programme for Flood Response Through Reconstruction of Education Facilities in Sindh. (Assisted by JICA) under SE&LD.

❖ Time for Completion of Contract

❖ Total Completion Time till last delivery: Total completion time till last delivery will be 150 days from date of commencement. However, 10th June 2026 would be the final completion date.

❖ Schedule: 2.1

The proposed list of schools in each District for the delivery of items under this tender will be provided if requested or and will be handed over to the Firm awarded the contract. However, the Procuring Agency reserve the right to change the exact location of delivery & school building type of concerned shipment at any time within the geographical boundaries of SELD Project Area subject to the requirement of each location or status of construction of new school building in any of above said districts:

NOTE:-

JICA (SELD) Organogram/Mono would be embossed on each kit to ensure Transparency and for the prevention of theft and misuse.

Schedule-E

Inspection and Tests to be carried out

Inspection and Tests to be carried out

As per Specifications/ Codes and standards or As Directed by the Procuring Agency.

**FORM OF TECHNICAL BID,
FORM OF FINANCIAL BID
AND
APPENDICES TO BID**

- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

Occupation: _____

- (k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

Occupation: _____

NAME OF ELIGIBLE COUNTRIES

All countries of the World with whom Islamic Republic of Pakistan has commercial relations.

[The Bidders and the Goods from all eligible countries are accepted in case of International Competitive Bidding for which Domestic Preference shall be applicable as per policy of the government. However only national Bidders and domestic Goods are accepted in case of National Competitive Bidding for which Domestic Preference shall not be applicable.]

FOREIGN CURRENCY REQUIREMENTS

1. The Bidder may indicate here in below his requirements of foreign currency (if any), with reference to various Goods.
2. Foreign Currency Requirement as percentage of the Bid Price excluding Provisional Sums
_____ %.
3. Table of Exchange Rates

Unit of Currency	Equivalent in Pak. Rupees
Australian Dollar	-----
Euro	-----
Japanese Yen	-----
U.K. Pound	-----
U.S. Dollars	-----
-----	-----
-----	-----

METHOD OF ASSURING QUALITY OF GOODS

[The Bidder is required to submit a narrative outlining the method of assuring quality of Goods. The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in quality assurance.
2. Mobilization 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.
3. The procedures for transportation of Goods to delivery site.
4. And all other data as mentioned in Technical Evaluation criteria.]

Ref No. _____

Date _____

ON THE LETTER HEAD OF THE BANK

TO WHOM IT MAY CONCERN

This is to certify that M/S (Name, Address of the company) are maintaining their Account No _____ with us satisfactorily.

This is also certified that the above referred company has been approved current credit line facility of Rs. _____ (Rs. In words _____) on the basis of their Financial Strength, Market Reputation and Securities with us. We are confident that they are Financially Capable to complete any mega project like yours in Pakistan.

This certificate is being issued at the request of M/s (Name of Company)

Authorized Signature

Authorized Signature

LIST OF QUALITY CONTROL/LABORATORY EQUIPMENTS

[The Bidder will provide on Sheet 2 of this Appendix a list of all equipment and related items, under separate heading for items owned, to be purchased or to be arranged on lease by him to carry out the quality control tests. The information shall include make, type, capacity, and anticipated period of utilization for all equipment which shall be in sufficient detail to demonstrate fully that the equipment will meet all requirements of the Specifications.]

LIST OF QUALITY CONTROL/LABORATORY EQUIPMENTS

Owned Purchased or Leased	Description of Unit (Make, Model, Year)	Purpose of Utilization	Condition	Present Location or Source	Date of Availability	Period of Utilization
1	2	3	4	5	6	7
a. Owned						
b. To be Purchased						
c. To be arranged on Lease						

PRE-APPROVED SOURCES OF MATERIALS

Please refer Section-09 of (Specifications) where the list of pre-approved sources of various materials is provided.

However, the samples of materials from approved sources shall be submitted by the Contractor to the Inspection Team of SELD for approval prior to incorporating the in manufacturing/ assembling items

**ORGANIZATION CHART
FOR THE
SUPERVISORY STAFF AND LABOUR**

[The Bidder shall provide organization charts for: (a) procurement of Goods from its source, (b) transportation of Goods from source (Ware House) to delivery point, and (c) the staff to deal with the contractual and other related matters with the Purchaser]

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS.10 MILLION OR MORE

Contract No. _____ Dated _____
Contract Value: *[To be filled in at the time of signing of Contract]*
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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS 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 GoS, 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 GoS 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 GoS under any law, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time 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 GoS.

Name of Buyer:
Signature:

[Seal]

Name of Seller/Supplier:
Signature:

[Seal]

**FORM OF BID SECURITY
(Bank Guarantee)**

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

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

_____ (here in after called the 'Procuring Agency') 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 Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Agency pursuant to Clause 19.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Agency 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 Procuring Agency 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 Procuring Agency the said sum upon first written demand of the Procuring Agency (without cavil or argument) and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Agency 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 Procuring Agency 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.

WITNESS:	SURETY (Bank)
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	Corporate Guarantor (Seal)

Name, Title & Address	

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Supplier/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 Procuring Agency) in the penal sum of the amount stated above in Bidding Data & PCC clause 18.1 for the payment of which sum well and truly to be made to the said Procuring Agency, 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 Procuring Agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/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 Procuring Agency, 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 28, Warranty, 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 Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency'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 Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

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.

Guarantor (Bank)

Witness:

1. _____

Signature _____

Corporate Secretary (Seal)

Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 20____, between _____ of _____ (hereinafter “the Procuring Agency”), of the one part, and _____ of _____ (hereinafter called “the Supplier”), of the other part:

WHEREAS the Procuring Agency invited bids for certain Goods viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods in the sum of _____ (hereinafter called “the Contract Price”).

NOW 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 Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Procuring Agency’s Notification to the Supplier of Award of Contract (Letter of Acceptance);
 - (b) the Form of Bid and the Price Schedules submitted by the Supplier;
 - (c) the Particular Conditions of Contract; Part-II
 - (d) the General Conditions of Contract; Part-I
 - (e) the Schedule to Bid (other than Price Schedule);
 - (f) Appendices to Bid;
 - (g) Specifications;
 - (h) Drawings; and
 - (i) Any other Item

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Agency to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signature of the Supplier

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness _____
(Name, Title and Address)

Signature of the Procuring Agency

(Seal)

Witness:

(Name, Title and Address)

BANK GUARANTEE FOR ADVANCE PAYMENT

To:[Name of Procuring Agency]

[Name of contract]

Gentlemen and/or Ladies:

In accordance with the payment provision in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, [name and address of Supplier](hereinafter called “the Supplier”) shall deposit with the Procuring agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the contract until [date].

Yours truly,

Signature and seal of the Contractor

[Name of bank or financial institutions]

[Address]

[Date]

**TECHNICAL
SPECIFICATIONS**

1. STORAGE, TRANSPORTATION, DELIVERY & PLACING/FIXING

1.1 STORAGE

The contractor/supplier should possess a warehouse in order to store & stack all items of any one or all shipments under this contract (as mentioned in Schedule of Delivery) for at least three month after manufacturing or assembling.

1.2 TRANSPORTATION

The Contractor/Supplier is required under this Contact to transport all the items to a specified place of destination/location of delivery and the rates/prices quoted in the Price Schedule/BOQ shall be delivered duty paid (DDP) prices. i.e. the supplier/contractor have to pay all the costs related to transportation of goods including loading/unloading & stacking etc. and he shall be responsible in full for all the items until they have been received and accepted by the end user/Procuring Agency. This includes paying for the shipping all duties & taxes etc. and any other expenses incurred while shipping the goods.

1.3 DELIVERY

The delivery of all the items will be done in shipments as specified in *Schedule 2.1* provided under *Schedule-E (2):Schedule of Delivery*.

2. REJECTION, BREACH OF CONTRACT & TERMINATION

2.1 REJECTION & REPLACEMENT

In the event, any component of items supplied by the contractor is found to be defective in material or otherwise not in conformity with the requirements of the contract, the SELD shall have the right to either to reject or to instruct the Contractor/Supplier in writing for replacement/rectification of the defective component/s, then the Contractor shall with utmost diligence and at his own expense correct/rectify the same or replace the defective items.

In the event the Contractor is not able to rectify or replace the rejected item/s within reasonable time, the Procuring Agency/SELD reserves the right to acquire the said items at a reduced price considered equitable under the circumstances and charge to the Contractor the excess cost occasioned to the Procuring Agency/SELD.(Price reduction up to 10% of the contract price)

2.2 BREACH OF CONTRACT

In case of breach of contract, the damages suffered by the Procuring Agency/SELD shall be recovered to the full extent from the Contractor's Performance Bond.

2.3 TERMINATION OF CONTRACT

The Procuring Agency, after giving written notice of default to the Contractor may terminate the contract in circumstances detailed hereunder:

- a. If in the judgment of the Procuring Agency the contractor fails to complete the delivery of items within the time specified in the Contract Agreement or within the period for which the Procuring Agency has granted extension to the contract.
- b. If in the judgment of the Procuring Agency, the Contractor fails to comply with any of the other provisions of this contract.

In the event the Procuring Agency terminates the contract, the Procuring Agency reserves the right to purchase upon such items and in such a manner, as it may deem appropriate, the items similar to the one terminated and the Contractor will be liable to pay to the Procuring Agency, the liquidated damages for delay until such reasonable time as may be required for the final supply of items.

3. TECHNICAL SPECIFICATION OF SOLAR SYSTEMS

5 KW HYBRID SOLAR SYSTEM WITH BATTERY BACKUP		
SR	ITEM NAME	TECHNICAL SPECIFICATIONS
1	Solar Panels	610 Watt Mono-Crystalline “A Grade” Solar Panel with minimum 20 Years Warranty.
2	Hybrid Inverter Batteries	<p>Inverter: Hybrid inverter, IP65 or higher OR Equivalent, Rated. Capacity: Not less than 5.0kWh. High Efficiency Inverter(Hybrid) with built in MPPT and charge controller. Hybrid inverter shall take both the Grid/utility and solar power at the same time.</p> <p>Lithium Battery, 5.0kWh Battery OR Equivalent) IP54 or higher, Operating Voltage: 45 to 57.6 V, Cycle Life: 6,000 cycles or more. Preparation of the user manual and maintenance manual, and instruction on their use.</p> <p>Inverter and Battery shall be of the same brand or be compatible with each other.</p>
3	Roof / Panel Mounted Frames	Aluminum frame / Galvanized sheet material (heavy duty) L2, section \geq 2 mm thick. Fixed with Rawl bolts or foundation blocks (12” x 18”) as per site requirement. Panel mounting frame, Material: galvanized steel, Distance between the PV module and the roof would be adjusted to exact conditions with welding joint between panels.
4	Steel Cabinet	System steel cabinet, for inverter and batteries & items to be stored inside. Approximate size.: Approx: 600 mm W x 300 mm D x 700 mm H (The size must be sufficient to install a battery and an inverter.) with lock with key
5	Electrical Accessories (including DC cables & conduit)	Distribution boards with AC & DC circuit breakers of appropriate capacity from reputable brands (Schneider / ABB / Suntime or equivalent). AC/DC cables of appropriate size & gauge from reputable brands (Pakistan Cables / Fast Cable / equivalent). Complete wiring in channel patti or PVC conduit as per site requirement. Indicators, changeover switches and all supporting items/accessories provided.
6	Earthing Grounding /	Earthing rod: 3 m depth, 20 mm dia with clamp. Earthing pits and any chemical earthing treatment as per site requirements.
7	Installation & Transportation	Transportation, delivery at destination including loading & unloading. Complete installation, testing, commissioning of solar system to the full satisfaction of end user.