QUAID-E-AZAM SOLAR POWER (PVT.) LTD

TENDER DOCUMENT

FOR

PROCUREMENT OF SPAREPARTS FOR THE PROJECT DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING INCLUDING 01 YEAR O&M FOR "100KW SOLAR SYSTEM AT 100MWp QA SOLAR POWER PLANT SITE IN QA SOLAR PARK BAHAWALPUR"

Dated: 22nd June, 2023

- 1. Invitation to Bid
- 2. Instructions to Bidders
- 3. Bid Forms
- 4. Conditions of Contract

3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore Phone No. 042-99332261-65

DISCLAIMER

1. The information contained in this Bid document or subsequently provided to applicants, whether verbally or in written form by or on behalf of Quaid-e-Azam Solar Power (Pvt.) Ltd (QASPL), shall be subject to the terms and conditions set out in this Bid document.

2. The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts / drawings. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

INVITATION TO BID

Ref# QASPL/Proc/Spare Parts/2023/01

Quaid-e-Azam Solar Power (Pvt.) Ltd (QASPL) invites sealed bids from supplier for the procurement of spare parts for the project design, supply, installation, testing and commissioning including 01 year O&M for "100KW Solar System at 100MWp QA Solar Power Plant Site in QA Solar Park Bahawalpur". The procedure for selection of supplier shall be Single Stage Two Envelope bidding procedure with least cost basis of PPRA 2014. The requirement of Spare Parts given below:

Sr. No.	Item Description	QTY	Unit Rate Inclusive of Taxes	Total Cost Inclusive of Taxes
1	JA445/450W PV Modules Mono Crystalline Half-Cut (Original)	10		
2	DC Breaker (CHINT C63A-NB1-63DC) 1000V 4-pole	2		
3	AC Breaker (CHINT MCCB 4 Pole 250A) NXM-250S/3300	1		
4	DC Cable 4mm2 PVC/XLPE/Cu	1Coil (90 Meters) Red 1 Coil (90 Meters) Black		
5	AC Cable 70mm2 PVC/Cu Universal Cables	1 Coil (50 Meters)		
6	DC SPDs type II CHINT 40kA-50V	2		
7	AC SPD CHINTNU6-II	1		
8	Mounting Structure Aluminum Alloy	Enough Pieces for Holding 10 PV modules		
	Grand Total (Inclusive of all Taxes)			

Terms of Reference:

- Besides providing Spare Parts any emergent demand will also be met by the vendor immediately for which technical department will initiate proper purchase order.
- Invoice will be provided after delivery of Spare Parts
- Any discrepancy in quality will be dealt legally.

2. The validity of Contract to be signed with the successful Bidder shall be one year from the date of signing of contract and extendable with mutual consent of both the parties. The rate per items/goods quoted by the bidder shall remain the same for one year from signing of the contract.

3. Interested eligible Bidders may obtain tender document from Quaid-e-Azam Solar (Pvt) Ltd. Bids must be delivered to the address below on or before 10th July, 2023 at 11:00 AM.

4. Eligibility Criteria:

Sr. No	Eligibility	Yes/No
01	Bid security PKR. 127,500/- (5% of estimated price of 2,550,000/- (Refundable) in the shape of CDR in favor of "Quaid-e-Azam Solar Power (Pvt.) Ltd"	
02	Minimum 03 Year of Experience providing similar goods. (Proof Attach)	
03	Copies of registration with Income Tax	
04	Copies of Sales Tax Registration	
05	Affidavit on stamp paper duly notarize of not being blacklisted by any Govt. agency. (Annex-A)	
06	Must have complete office set up.	
	e bids could not fulfil the eligibility criteria shall be tre	ated as non-Responsive bids and
technically	disqualified.	

5. Bids received after the time specified herein shall be rejected. Bids will be opened on the same day at **11:30** AM in the presence of the Bidders' representatives who choose to attend.

6. QASPL will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. Bid notice has also been posted on PPRA website (www.ppra.punjab.gov.pk) and QASPL website (https://www.qasolar.com).

Chief Executive Officer Quaid-e-Azam Solar Power (Pvt.) Ltd. 3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore. Phone No. 042-99332261-65 Fax No. 042-35790366

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

- 1.1 The QASPL wishes to receive Bid for the Good mentioned in Invitation to Bid at the earlier page (hereinafter referred to as Goods) and provide services.
- 1.2 The bid is to be completed and submitted to the QASPL in accordance with these Instructions to Bidders.

2. Eligible Bidder

The Invitation for Bid is open to the well reputed companies / firm / experience suppliers based in Pakistan in specific items registered with Income and Sales Tax Department.

3. Eligible Goods

- 3.1 The Goods to be supplied under the Contract shall have their origin in eligible member countries.
- 3.2 For purposes of Clause 3.1 above, "origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

4. Cost of Bidding

4.1 The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the QASPL will in no case be responsible or liable for those costs.

5. Joint Ventures (Not Applicable)

6. Assurance

6.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the Goods and Service pursuant to the Contract, within the time set forth therein.

BIDDING DOCUMENTS

7. Contents of Bidding Documents

- 7.1 The Goods required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:
 - a) Instructions to Bidders
 - b) Bid Form
 - c) Contract Form
 - d) Conditions of Contract
- 7.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in the rejection of the bid.

8. Clarification of Bidding Document

8.1 The prospective bidder requiring any further information or clarification of the bidding documents may notify the QASPL in writing or by visiting at the following address:

Chief Executive Officer Quaid-e-Azam Solar Power (Pvt.) Ltd. 3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore. Phone No. 042-99332261-65 Fax No. 042-35790366 Email: admin@qasolar.com, pm@qasolar.com

QASPL will respond in writing to any request for information or clarification of the bidding documents, which it receives no later than three (03) days prior to the deadline for the submission of bid.

9. Amendment of Bidding Documents

- 9.1 At any time prior to the deadline for submission of bid, the QASPL may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidders, modify the bidding documents by issuing a corrigendum(s) and / or addendum(s) and may also extend time for submission of bids in its own discretion if QASPL deems it appropriate and necessary.
- 9.2 The amendment shall be part of the bidding documents, pursuant to Clause 8.1, will be notified in writing or by telex, or by fax to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.

- 9.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the QASPL may, at its discretion, extend the deadline for the submission of bid.
- 9.4 The quantity of the Goods mentioned in bidding document may be variate upto 15%.

PREPARATION OF BID

10. Language of Bid

10.1 The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and the QASPL shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall prevail. However, QASPL may ask the bidders to clarify on any substantive issue, which it deems it appropriate to be clarified for proper evaluation of the bid.

11. Documents Comprising the Bid

11.1 The evaluation of Bid submitted shall be inclusive of, but not be limited to, the following factors:

a) Bid Form

The Bidder shall complete the Bid Form / invitation to bid in accordance with Clause 12.

b) Bid Security

The bidder shall furnish Bid Security in accordance with Clause 15.

12. Bid Form

12.1 The bidder shall complete the Bid Form / invitation to bid duly signed by the authorized person (as per provided authority letter) along with the stamp of the company and all the Schedules furnished in the bidding documents.

13. Bid Prices

- 13.1 The bidder shall bid for all Goods on which he wants to quote rate as per the instructions contained in this document.
- 13.2 Prices quoted for the Good should be entered in Invitation to Bid / Bid Form.
 - (i) The blank or partially / conditionally filled Price Bid of any item is considered non-responsive.

- (ii) The price is to be submitted in Pak Rupees only and should include all taxes.
- 13.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

14. Bid Currencies

Prices shall be quoted in Pak Rupees.

15. Bid Security

- 15.1 Pursuant to Clause 11.1(b), the bidder shall furnish, as part of its bid, a bid security in the amount as mentioned in the eligibility criteria.
- 15.2 The bid security shall be denominated in Pak Rupees and shall be in shape of call Deposit Receipt (CDR) / Pay Order in favor of "Quaid-e-Azam Solar Power (Pvt.) Ltd".
- 15.3 The bid not secured in accordance with Clauses 15.1 and 15.2 above will be rejected by the Client as non-responsive.
- 15.4 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.
- 15.5 The successful bidder's bid security will be returned, upon the signing of contract.
- 15.6 The bid security may be forfeited:
 - (a) if the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form / Invitation to Bid; or
 - (b) if the bidder fails;
 - (i) to sign the contract in accordance with Clause 28

16. Period of Validity of Bid

- 16.1 The bid shall remain valid for 180 days from the date of bid closing prescribed by the Client, pursuant to Clause 19.
- 16.2 Notwithstanding Clause 16.1 above, the Client may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 15 shall also be suitably extended. The bidder may refuse the request without forfeiture of its bid security. The bidder will not be required or permitted to modify its bid.

17. Format and Signing of Bid

17.1 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

SUBMISSION OF BID

18. Sealing and Marking of Bid

- 18.1 The bidder shall seal the original Bid in an envelope.
- 18.2 The envelopes shall:
 - (a) be addressed to the following address:

Chief Executive Officer Quaid-e-Azam Solar Power (Pvt.) Ltd. 3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore. Phone No. 042-99332261-65 Fax No. 042-35790366 Email: admin@qasolar.com, pm@qasolar.com

(b) bear the following identification: PROCUREMENT OF SPARE PARTS FOR 100KW SOLAR SYSTEM

DO NOT OPEN BEFORE 10th July, 2023

- 18.3 In addition the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late".
- 18.4 Fax bid will not be entertained.

19. Deadline for Submission of Bid

- 19.1 The original bid must be received by the QASPL at the address specified in Clause 18.2 by **11:00 Hrs on 10th July, 2023.**
- 19.2 The QASPL may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 9, in which case all rights and obligations of the QASPL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bid

20.1 The bid received by the QASPL after the deadline for submission of bid prescribed by the QASPL, pursuant to Clause 19, will be rejected and returned unopened to the bidder.

21. Modification and Withdrawal of Bid

- 21.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the QASPL prior to the deadline prescribed for submission of bid.
- 21.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18. A withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.
- 21.3 The bid may not be modified subsequent to the deadline for submission of bid.
- 21.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 15.
- 21.5 Notwithstanding anything contained herein, QASPL reserves the right to modify, add or cancel any phase of the subject procurement and / or increase / decrease any part of the subject procurement at any time, even after award of contract / purchase order, without incurring any liability arising therefrom.

OPENING AND EVALUATION OF BID

22. Opening of Bid

- 22.1 The bid shall be opened by the QASPL in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 19.1, at the office of the QASPL, given in Clause 18.2 (a). The bidder's representatives who are present shall sign a register evidencing their attendance.
- 22.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the QASPL, at its discretion, may consider appropriate will be announced and recorded at the opening.

23. Clarification of Bid

23.1 To assist in the examination, evaluation and comparison of bid, the QASPL may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.

24. Determination of Responsiveness of Bid

24.1 Prior to the detailed evaluation of the bid, pursuant to Clause 26, the Client will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which meet the eligibility criteria.

- 24.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.3 The bid determined as not substantially responsive will be rejected by the QASPL and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.
- 24.4 The QASPL may waive any minor informality or non-conformity or irregularity in the bid.
- 24.5 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the QASPL for any arithmetic errors. Errors will be rectified as follows:
 - (a) for the total individual bid price of each item Good and Service entered in paragraph of the Bid Form or Invitation to Bid, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total individual Bid Price of each item of Good and Service shown in the Price Schedule for each item of Good and Service, will govern unless the Bid Contains a specific statement confirming the total individual Bid Price of each item of Good and Service.
 - (b) where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the QASPL, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item of Good and Service as quoted will govern and the unit rate will be corrected, and
 - (c) where there is a discrepancy in the total price quoted in the Price Schedule of each item of Good and Service vis-à-vis addition of each item of Good and Service, the total of the itemized prices will govern.

The amount stated in the Bid Form or invitation to bid will be adjusted by the QASPL in accordance with the above procedure for the correction of errors, and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors for any item / equipment in the Bid, his Bid will be rejected for the specific Good and Service.

Corrected Total individual Bid Price for each item of Good and Service: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total individual Bid Price for each item of Good and Service.

25. Evaluation and Comparison of Bids

The QASPL will evaluate the bids to be substantially responsive, pursuant to Clause 24, as stated hereinafter.

25.1 Basis of Evaluation and Comparison of Bid

The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding document will be considered for evaluation. The evaluation and comparison of the Bid will be done Good and Service wise. The contract will be awarded to the Bidder

who's corrected and evaluated Bid Price for overall items is the lowest subject to the originality and best quality of all the items.

25.2 Evaluated Bid Prices

The QASPL evaluation of a bid will take into account in addition to the Bid Price, the following factors (Adjustments) in the manner and to the extent stated hereinafter. Adjustment will be based on corrected Bid Prices. The price so determined after making such adjustments will be termed as Evaluated Bid Price. Correction of arithmetical errors as stated in Clause 24.5. The cost of making Good and Service any deficiency resulting from any acceptable, quantifiable variations and deviations from the Schedules, Conditions of Contract and Specifications, shall be added to the corrected Bid Price for comparison purposes only. For bid offering delivery period of the Good and Service earlier than the period specified in the Schedule A Special Stipulations to Bid, no credit will be given. Terms of Payment: The bidder shall state their bid price for the payment terms outlined in the Conditions of Contract. The bid will be evaluated on the basis of this base price.

26. Contacting the Client

26.1 Any effort by a bidder to influence the QASPL in the QASPL's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

27. QASPL's Right to Accept the Bid or Reject the Bid

27.1 The QASPL reserves the right to accept or reject all bids at his sole discretion and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidders.

AWARD OF CONTRACT

28. Signing of Contract

28.1 The contract will be signed with the bidder who's Bid Price for overall items is the lowest subject to the originality and best quality of all the items.

29. Notification of Contract Award

29.1 QASPL will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as Letter of Acceptance.

30. Signing of Contract

- 30.1 After the acceptance of performance security by the QASPL, the QASPL will send to the successful bidder an advance copy of the Contract provided in the bidding documents, incorporating all agreements between the parties.
- 30.2 Within ten (10) days of the receipt of such advance copy of the Contract, the bidder shall sign the original Contract at the office of QASPL.

ADDITIONAL INSTRUCTIONS

31. Instructions to Assist the Bidder

32.1 Bid shall be prepared and submitted in accordance with the instructions set forth herein. These instructions to Bidders are provided to assist in preparing their Bid and shall not constitute part of the Contract Documents or give birth to any legal right to the prospective bidders.

32. Income Tax & General Sales Tax

33.1 The bidder may make inquires on income tax to the concerned authorities of Income Tax and General Sales Tax Department, Government of Pakistan.

FINANCIAL BID FORM (In Separate Sealed Envelope)

To:

Chief Executive Officer

Quaid-e-Azam Solar Power (Pvt.) Ltd. 3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore.

Gentlemen:

Sr. No.	Item Description	QTY	Unit Rate Inclusive of Taxes	Total Cost Inclusive of Taxes
1	JA445/450W PV Modules Mono Crystalline Half-Cut (Original)	10		
2	DC Breaker (CHINT C63A-NB1-63DC) 1000V 4-pole	2		
3	AC Breaker (CHINT MCCB 4 Pole 250A) NXM-250S/3300	1		
4	DC Cable 4mm2 PVC/XLPE/Cu	1Coil (90 Meters) Red 1 Coil (90 Meters) Black		
5	AC Cable 70mm2 PVC/Cu Universal Cables	1 Coil (50 Meters)		
6	DC SPDs type II CHINT 40kA-50V	2		
7	AC SPD CHINTNU6-II	1		
8	Mounting Structure Aluminum Alloy	Enough Pieces for Holding 10 PV modules		
	Grand Total (Inclusive of all Taxes)			

Note: "Prices shall be quoted entirely in Pak Rupees inclusive of all applicable taxes. The Bidder shall fill in the rate and prices for the required items, described in this document. All duties, taxes and other levies payable by the bidder shall be included in the rates, prices, and total bid submitted by the bidder. Cost for carriage/delivery shall be included in the rates while quoting final rate."

We agree to abide by this Bid for the period of ------ days from the date fixed for bid opening pursuant to Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our individual Bids for any or more Goods are accepted, we will provide the performance security in the sum equivalent to 5% of Contract Price for the due performance of the Contract.

Dated this	day of	•
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Bidder Signature Along With Seal

Signature -----

Name -----

Title	-
Address	

Annex-A

[PRINT ON STAMP PAPER] Non-judicial stamp paper (with a value of Rs. 100)

Date: _____

AFFIDAVIT

It is hereby solemnly confirmed and declared that M/s ------, is declaring on oath that the Applicant:

• is not in *bankruptcy* or liquidation proceedings;

3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore Phone No. 042-99332261-65

- has *never* been declared <u>ineligible/blacklisted</u> by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- is not making any *misrepresentations* or concealing any material fact and detail;
- has not been convicted of, fraud, *corruption*, collusion or money laundering;
- is not aware of any conflict of interest or potential <u>conflict of interest</u> arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and
- does not fall within any of the circumstances for <u>ineligibility</u> or disqualifications

(Stamp of Company) (Signatures of Authorized Rep)

Company Name

Attestation by Oath Commissioner and/or Notary Public