



**GOVERNMENT OF THE PUNJAB  
QUAID-E-AZAM SOLAR POWER PVT. LTD (QASPL)**

**SELECTION OF CONTRACTORS  
FOR**

**CIVIL WORK FOUNDATION DESIGN ALONG WITH ERECTION,  
COMMISSIONING, AND CONFIGURATION, INCLUDING 01 YEAR O&M OF  
WIND MAST AT BARTHI, DERA GAZI KHAN**

**FEBRUARY 2022**

**QUAID-E-AZAM SOLAR POWER PVT LTD (QASPL)  
ENERGY DEPARTMENT.GOVERNMENT OF THE PUNJAB  
*QASPL Office:* 3rd Floor, 83A-E1, Gulberg III, Main Boulevard, Lahore**

Issued By:

Date of Issuance:

## Table of Contents

INVITATION FOR BIDS .....	5
A. GENERAL.....	8
IB.1. Scope of Bid & Source of Funds.....	8
1.1. Scope of Bid.....	8
1.2. Source of Funds .....	8
IB.2. Eligible Bidders.....	8
IB.3. Cost of Bidding.....	8
B. BIDDING DOCUMENTS .....	8
IB.4. Contents of Bidding Documents .....	8
IB.5. Clarification of Bidding Documents .....	9
IB.6. Amendment of Bidding Documents.....	9
C. PREPARATION OF BIDS .....	9
IB.7. Language of Bid.....	9
IB.8. Documents Comprising the Bid.....	10
IB.9. Sufficiency of Bid .....	10
IB.10. Bid Prices, Currency of Bid and Payment.....	10
IB.11. Documents Establishing Bidder’s Eligibility and Qualifications .....	11
IB.12. Documents Establishing Works’ Conformity to Bidding Documents .....	11
IB.13. IB.13 Bid Security.....	11
IB.14. Validity of Bids, Format, Signing, and Submission of Bid.....	12
D. SUBMISSION OF BID .....	12
IB.15. Deadline for Submission, Modification & Withdrawal of Bids.....	12
E. BID OPENING AND EVALUATION .....	13
IB.16. Bid Opening, Clarification, and Evaluation.....	13
16.8. Evaluated Bid Price.....	14
16.9. Evaluation Methods .....	14
IB.17. Confidentiality .....	15
F. AWARD OF CONTRACT .....	15
IB.18. Post Qualification.....	15
IB.19. Award Criteria & Employer’s Right .....	15
IB.20. Notification of Award & Signing of Contract Agreement .....	16
IB.21. Performance Security .....	16
G. BIDDING DATA .....	17
FORM OF BID AND SCHEDULES TO BID.....	19
FORM OF BID for Technical Proposal.....	20
SCHEDULE – A TO BID (SCHEDULE OF PRICES).....	24
Bill of Quantities.....	25
SCHEDULE - B TO BID (SPECIFIC WORKS DATA) .....	27
SCHEDULE – C TO BID (WORKS TO BE PERFORMED BY SUBCONTRACTORS) .....	29

SCHEDULE – D TO BID (PROPOSED PROGRAMME OF WORKS).....	30
SCHEDULE – E TO BID (METHOD OF PERFORMING WORKS) .....	31
CONDITIONS OF CONTRACT & CONTRACT DATA .....	33
1. GENERAL PROVISIONS .....	35
1.1 Definitions.....	35
1.2 Interpretation.....	36
1.3 Priority of Documents.....	36
1.4 Law .....	36
1.5 Communications .....	37
1.6 Statutory Obligations .....	37
2. THE EMPLOYER .....	37
2.1 Provision of Site.....	37
2.2 Permits etc.....	37
2.3 Engineer’s/Employer’s Instructions.....	37
2.4 Approvals.....	37
3. ENGINEER’S/EMPLOYER’S REPRESENTATIVES .....	37
3.1 Authorized Person.....	37
3.2 Engineer’s/Employer’s Representative.....	37
4. THE CONTRACTOR.....	38
4.1 General Obligations .....	38
4.2 Contractor’s Representative .....	38
4.3 Subcontracting .....	38
4.4 Performance Security .....	38
5. DESIGN BY CONTRACTOR .....	38
5.1 Contractor’s Design .....	38
5.2 Responsibility for Design.....	38
6. EMPLOYER’S RISKS .....	39
6.1 The Employer’s Risks.....	39
7. TIME FOR COMPLETION .....	39
7.1 Execution of the Works.....	39
7.2 Programme.....	39
7.3 Extension of Time .....	40
7.4 Late Completion.....	40
8. TAKING-OVER .....	40
8.1 Completion.....	40
8.2 Taking-Over Notice .....	40
9. REMEDYING DEFECTS .....	40
9.1 Remedying Defects.....	40
9.2 Uncovering and Testing .....	41
10. VARIATIONS AND CLAIMS .....	41

10.1	Right to Vary.....	41
10.2	Valuation of Variations .....	41
10.3	Early Warning.....	41
10.4	Valuation of Claims .....	42
10.5	Variation and Claim Procedure.....	42
11.	CONTRACT PRICE AND PAYMENT.....	42
11.1	Terms of Payments and Valuation of Work.....	42
11.2	Monthly Statements .....	42
11.3	Interim Payments .....	42
11.4	Retention.....	43
11.5	Final Payment .....	43
11.6	Currency.....	43
12.	DEFAULT .....	43
12.1	Default by Contractor.....	43
12.2	Default by Employer.....	43
12.3	Insolvency .....	44
12.4	Payment upon Termination.....	44
13.	RISKS AND RESPONSIBILITIES.....	44
13.1	Contractor’s Care of the Works .....	44
13.2	Force Majeure .....	45
14.	INSURANCE.....	45
14.1	Arrangements .....	45
14.2	Default.....	45
15.	RESOLUTION OF DISPUTES.....	45
15.1	Engineer’s Decision .....	45
15.2	Notice of Dissatisfaction.....	46
15.3	Arbitration.....	46
16.	INTEGRITY PACT .....	46
17.	Liquidated Damages for Delay .....	47
	CONTRACT DATA .....	48
	Conditions of Contract .....	48
	STANDARD FORMS .....	51
	FORM OF PERFORMANCE SECURITY (Bank Guarantee).....	52
	FORM OF CONTRACT AGREEMENT .....	53
	Affidavit for Non-Blacklisting of Firm.....	55
	TECHNICAL SPECIFICATIONS .....	57

# **INVITATION FOR BIDS**

# Quaid-e-Azam Solar Power (Pvt.) Ltd.

## TENDER NOTICE FOR CIVIL WORK FOUNDATION DESIGN ALONG WITH ERECTION, COMMISSIONING, AND CONFIGURATION, INCLUDING 01 YEAR O&M OF WIND MAST AT BARTHI, DERA GAZI KHAN

Sealed Bids (Single stage two Envelope) are invited for the DESIGN AND CONSTRUCTION OF WIND MAST AND GUY SUPPORT FOUNDATIONS, ERECTION OF 80M TOWER INCLUDING GUY SUPPORT, INSTALLATION OF INSTRUMENTS, TESTING, COMMISSIONING, AND 01 YEAR O&M WORK AT BARTHI, DERA GAZI KHAN. The tower to be installed is triangular and 80m in height. Constructors registered with **PEC in with relevant Code(s) and category**, having experience of similar works are invited for the bids. Bidders shall be registered with the Sales Tax and Income Tax Department, Punjab Revenue Authority (PRA) (Copy of Sales tax and Income Tax certificates to be attached). The document can be obtained from the under mentioned office upon payment of PKR 1000. Bids shall be submitted on the prescribed forms up to **07<sup>th</sup> March 2022 till 2:30 pm** in the office. Bids shall be opened on the **same day at 3:00 pm** in the presence of the representative of the firms who may wish to attend

Title	Estimated Price	Bid Security
Civil Work Foundation Design, Installation, Commissioning, and Configuration Including 1 Year O&M Of Wind Mast in Barthi, Dera Gazi Khan	PKR 2.0 Million	PKR 40,000

### Terms & Conditions:

1. The Bidder must be registered with **PEC in the appropriate category and code(s)**.
2. The Bidder must be registered **FPR, PRA** for Sales Tax and Income Tax, and must be active taxpayer. Copies of registration certificates to be attached.
3. The bidding firm/company must be registered with SECP/Registrar of Firm or Registered as Sole Proprietor with the relevant department. Copy of registration certificate(s) to be provided
4. All Prices shall be quoted inclusive of all applicable taxes. The Prices shall be in PKR.
5. Detailed Terms and conditions are mentioned in the tender document.
6. Bidder shall fill the Datasheet and submit the signed/stamped copy with the Bid. The bids without a filled datasheet/TORs shall be rejected.
7. QA Solar may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
8. Bid Security amounting to **PKR 40,000** (within 5% of the estimated price) in the form of a pay order or demand draft from a Scheduled Bank in Pakistan, favoring Quaid-e-Azam Solar Power (Pvt.) Ltd., valid for at least 90 days, shall be provided by the bidding firm.
9. The quoted rates shall be valid for 90 days from the opening of bids.
10. Bidder shall submit an affidavit(s) showing that bidder is neither liquidated nor is blacklisted by any government institute or an autonomous body.
11. Late or incomplete bids shall be rejected.

Address & contact person for sending Bids, Obtaining Documents and for any Clarification:

### Chief Executive Officer

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

Email: [gmpant@qasolar](mailto:gmpant@qasolar), [ceo@qasolar.com](mailto:ceo@qasolar.com), [projectmanagement@qasolar.com](mailto:projectmanagement@qasolar.com)

Web Address: [www.qasolar.com](http://www.qasolar.com)

# **INSTRUCTIONS TO BIDDERS**

## **INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **IB.1. Scope of Bid & Source of Funds**

##### **1.1. Scope of Bid**

The Employer as defined in the Bidding Data (hereinafter called “the Employer”) wishes to receive Bids for the Works summarized in the Bidding Data (hereinafter referred to as “the Works”).

Bidders must quote for the complete scope of work. Any Bid covering the partial scope of work will be rejected as non-responsive.

##### **1.2. Source of Funds**

The Employer has arranged funds from its own sources. [or any other source which may be indicated accordingly]

#### **IB.2. Eligible Bidders**

2.1. Bidding is open to all firms and persons meeting the following requirements:

- a) The Bidder must be registered with PEC in category C-5 or above with codes of CE-10
- b) The Bidder must be registered FPR, Punjab Revenue Authority for Sales Tax and Income Tax and must be active taxpayer Copies of registration certificates to be attached.
- c) The bidding firm/company must be registered with SECP/Registrar of Firm. Copy of registration certificate(s) to be provided
- d) Bidder must have prior experience of similar work.
- e) Bidder must not be blacklisted by any government office or autonomous body

#### **IB.3. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. BIDDING DOCUMENTS**

#### **IB.4. Contents of Bidding Documents**

4.1. In addition to Invitation for Bids, the Bidding Documents are those stated below and should be read in conjunction with any Addendum issued in accordance with Sub- Clause IB.6.1.

1. Instructions to Bidders & Bidding Data
2. Schedules to Bid comprising the following:
  - (i) **Schedule A:** Schedule of Prices (BOQ)
  - (ii) **Schedule B:** Specific Works Data



- (iii) **Schedule C:** Works to be Performed by Subcontractors
- (iv) **Schedule D:** Proposed Programme of Works
- (v) **Schedule E:** Method of Performing Works

3. Conditions of Contract & Contract Data

4. Standard Forms:

- (i) Form of Performance Security
- (ii) Form of Contract Agreement
- (iii) Affidavit of Non-Blacklisting of the firm

5. Specifications

6. Drawings, if any

**IB.5. Clarification of Bidding Documents**

- 5.1. A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Engineer/Employer at the Employer's/Engineer's address indicated in the Bidding Data.
- 5.2. The Engineer/Employer will respond to any request for clarification that it receives earlier than seven (07) days prior to the deadline for the submission of Bids. Copies of the Engineer/Employer's response will be forwarded to all prospective bidders, at least three (3) days prior to the deadline for submission of Bids, who have received the Bidding Documents including a description of the inquiry but without identifying its source.

**IB.6. Amendment of Bidding Documents**

- 6.1. At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing an addendum.
- 6.2. Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub- Clause 6.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 6.3. To afford prospective bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids.

**C. PREPARATION OF BIDS**

**IB.7. Language of Bid**

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

## **IB.8. Documents Comprising the Bid**

8.1. The bid prepared by the bidder shall comprise the following components:

- (a) Covering Letter
- (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
- (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
- (d) Schedule of Prices as mentioned in Bidding document to be enclosed in separate sealed Financial Proposal
- (e) Affidavit of Non-Blacklisting as attached in forms of bids.
- (f) Bid Security furnished in accordance with Clause IB.13.
- (g) Power of Attorney in accordance with Sub-Clause IB 14.5.
- (h) Documentary evidence in accordance with Clause IB.11
- (i) Documentary evidence in accordance with Clause IB.12.
- (j) Documents as per Clause IB.2.
- (k) JV agreement (if applicable)
- (l) Power of attorney for signing of proposal
- (m) Power of attorney for lead partner (in case of JV)

## **IB.9. Sufficiency of Bid**

9.1. Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.

9.2. The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for the execution of the Works.

## **IB.10. Bid Prices, Currency of Bid and Payment**

10.1. The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.

- 10.2. Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.
- 10.3. The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

**IB.11. Documents Establishing Bidder's Eligibility and Qualifications**

- 11.1. Pursuant to Clause IB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 11.2. Bidder/Manufacturer must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria stipulated in the Bidding Documents.

**IB.12. Documents Establishing Works' Conformity to Bidding Documents**

- 12.1. The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 12.2. The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Employer in the Technical Provisions are intended to be descriptive only and not restrictive.

**IB.13. IB.13 Bid Security**

- 13.1. Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Pay Order /CDR from Scheduled Bank in Pakistan in favor of the Employer valid for a period up to ninety (90) days beyond the bid validity date.
- 13.2. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3. The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4. The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5. The Bid Security may be forfeited:
  - (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
  - (c) in the case of a successful bidder, if he fails to:
    - (i) furnish the required Performance Security in accordance with Clause

- IB.21, or
- (ii) sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

**IB.14. Validity of Bids, Format, Signing, and Submission of Bid**

- 14.1. Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.
- 14.2. All Schedules to Bid are to be properly completed and signed.
- 14.3. No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.
- 14.4. Each bidder shall prepare the Original and a number of copies of Technical and Financial proposal as specified in the Bidding Data of the documents comprising the bid as described in Clause IB.8 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of a discrepancy between them, the original shall prevail.
- 14.5. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.
- 14.6. The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bidding Data.

**D. SUBMISSION OF BID**

**IB.15. Deadline for Submission, Modification & Withdrawal of Bids**

- 15.1. Bids must be received by the Employer at the address/provided in Bidding Data not later than the time and date stipulated therein.
- 15.2. Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3. Any bid received by the Employer after the deadline for submission prescribed in Bidding Data will be returned unopened to such bidder.
- 15.4. Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Employer prior to the deadline for submission of bids.
- 15.5. 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 pursuant to Sub-Clause IB.13.5(a).

## **E. BID OPENING AND EVALUATION**

### **IB.16. Bid Opening, Clarification, and Evaluation**

- 16.1. The Employer will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date, and location stipulated in the Bidding Data.
- 16.2. The bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening. The Employer will record the minutes of the bid opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

- 16.3. To assist in the examination, evaluation and comparison of Bids the Engineer/Employer may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

16.4.

- a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Engineer/Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.
- b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

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

- 16.5. A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.6. Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by the Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7. The Engineer/Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for the complete scope of works. The prices will

be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 hereinbelow.

(a) Technical Evaluation

It will be examined in detail whether the Works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the Works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be reviewed.

(b) Commercial Evaluation

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

**16.8. Evaluated Bid Price**

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

- (i) Making any correction for arithmetic errors pursuant to Sub-Clause 16.4 hereof.
- (ii) Making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) Making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to the Employer).
- (iv) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.

**16.9. Evaluation Methods**

Pursuant to Sub-Clause 16.8, Para (ii), and (iii) following evaluation methods for price adjustments will be followed:

(i) Price Adjustment for Technical Compliance

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

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract,

as determined by the Engineer/Employer will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(iii) Price Adjustment for Deviation in Terms of Payments Refer to Bidding Data

### **IB.17. Confidentiality**

- 17.1. Subject to Sub-Clause IB.16.3 heretofore, no bidder shall contact Engineer/Employer on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer. The evaluation result shall be announced at least ten (10) days prior to the award of the Contract. The announcement to all bidders will include table(s) comprising readout prices, discounted prices, price adjustments made, final evaluated prices, and recommendations against all the bids evaluated.
- 17.2. Any effort by a bidder to influence an Engineer/Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas, any bidder feeling aggrieved may lodge a written complaint no later than fifteen (15) days after the announcement of the bid evaluation result, however, the mere fact of lodging a complaint shall not warrant suspension of the procurement process.

## **F. AWARD OF CONTRACT**

### **IB.18. Post Qualification**

- 18.1. The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:  
Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.
- 18.2. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

### **IB.19. Award Criteria & Employer's Right**

- 19.1. Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2. Not with standing Sub-Clause IB.19.1, the Employer reserves the right to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of

the grounds as per PPRA Punjab Rules 2014 (amended up to date). Notice of the rejection of all the bids shall be given promptly to all the bidders.

**IB.20. Notification of Award & Signing of Contract Agreement**

- 20.1. Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing (“Letter of Acceptance”) that his bid has been accepted.
- 20.2. Within seven (7) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 20.3. The formal Agreement between the Employer and the successful bidder shall be executed within seven (7) days of the receipt of Form of Contract Agreement by the successful bidder from the Employer.

**IB.21. Performance Security**

- 21.1. The successful bidder shall furnish to the Employer a Performance Security in the form and the amount and conditions stipulated in Bidding Data within a period of Fourteen (14) days after the receipt of Letter of Acceptance.
- 21.2. Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.



## G. BIDDING DATA

Sr. No.	Data	Description
1.1	<b>Name of Employer</b>	Quaid-e-Azam Solar Power (Pvt) Ltd.
	<b>Brief Description of Works</b>	<p>“CIVIL WORK FOUNDATION DESIGN ALONG WITH ERECTION, COMMISSIONING, AND CONFIGURATION, INCLUDING 01 YEAR O&amp;M OF WIND MAST AT BARTHI, DERA GAZI KHAN”</p> <p>Sealed Bids (Single stage two Envelope) are invited for The Design and Construction Of Wind Mast And Guy Support Foundations, Erection of 80m Tower Including Guy Support, Installation Of Instruments, Testing, Commissioning, And 01 Year O&amp;M Work At Barthi, Dera Gazi Khan.</p> <p>The tower to be installed is triangular and 80m in height.</p>
1.2	<b>Employer’s Address</b>	<p>Quaid-e-Azam Solar Power (Pvt) Ltd.            3<sup>rd</sup> Floor 83-A, E/1,            Main Boulevard, Gulberg III,            Lahore.            Ph: 042- 35790363-5</p>
10.3	<b>Currency</b>	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak.Rupees.
11.2	<b>Evaluation and Qualification Criteria</b>	<p><b>Method of Selection:</b> Least Cost Basis</p> <p>a) The Bidder must be registered with PEC with relevant code and category</p> <p>b) The Bidder must be registered FPR, Punjab Revenue Authority for Sales Tax and Income Tax and must be active taxpayer Copies of registration certificates to be attached.</p> <p>c) The bidding firm/company must be registered with SECP/Registrar of Firm. Copy of registration certificate(s) to be provided</p> <p>d) Bidder must have prior experience of atleast 01 similar work. (Completion Certificate to be attached)</p> <p>e) In the case of JV. Proper JV agreement should be attached and both partners should be registered with FPR and PRA</p> <p>f) Bidder must not be blacklisted by any government office or autonomous body. In Case of JV, separate affidavit should be submitted for each partner</p>
12.1	<b>Work Description</b>	See Technical Specification, and Specific Works Data
12.2	<b>Technical</b>	Complete set of technical information, description data, literature

	<b>Information</b>	and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.
<b>13.1</b>	<b>Bid Security</b>	PKR 40,000 in the form of CDR or Pay Order
<b>14.1</b>	<b>Validity Period of Bid</b>	90 Days
<b>14.4</b>	<b>No. Of Copies:</b>	<b>Technical Bid:</b> 01 (One) Original and 01 (One) Copy <b>Financial Bid:</b> 01 (One) Original
<b>15.1</b>	<b>Deadline of Submission</b>	Bids must be submitted by <b>02:30 PM</b> on <b>07-March-2022</b>  Bids submitted after the deadline shall not be accepted
<b>16.1</b>	<b>Opening of Bid</b>	<b>Opening of Bids</b> Bids shall be opened after <b>30 minutes</b> of the deadline of submission <b>Venue of Bid Opening</b> Head Office of Quaid-e-Azam Solar Power (Pvt) Ltd. 3 <sup>rd</sup> Floor 83-A, E/1, Main Boulevard, Gulberg III, Lahore. Ph: 042- 35790363-5
<b>16.4</b>	<b>Responsiveness of Bid</b>	A responsive bid will be one which fulfills the following criteria  (i) the Bid is valid till required period, (ii) the Bid prices are firm during currency of contract (iii) completion period offered is within specified limits, (iv) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification. (v) the Bid does not deviate from basic technical requirements and (vi) the Bids are generally in order, etc. (vii) fulfills the Eligibility criteria IB.2
<b>21.1</b>	<b>Performance Security</b>	Equivalent to <b>10% of the contract amount</b> to be submitted in Form of Bank Guaranty from any Scheduled Bank of Pakistan in name of Quaid-e-Azam Solar Power (Pvt.) Ltd.

**FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID for Technical Proposal**

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

Phase No: \_\_\_\_\_

Package No: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name of Works)

To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Conditions of Contract, Specifications, Drawings, Schedule of Prices and Addenda Nos. \_\_\_\_\_ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address

\_\_\_\_\_

and being duly incorporated under the laws of \_\_\_\_\_ hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price as indicated in the Schedule of Prices placed in our Technical Bid envelop.

2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith Bid Security (Rs \_\_\_\_\_) drawn in your favor or made payable to you and valid for a period twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the whole of the Works comprised in the Contract within the time(s) stated in Preamble to the Conditions of Contract.
5. We agree to abide by this Bid for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to Sub Clause 10.1 of Particular Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any Bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Works. Dated this \_\_ day of \_\_20\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly

authorized to sign bids for and on behalf of \_\_\_\_\_  
(Name of Bidder in Block Capitals)  
(Seal)

Address

---

---

---

Witness:

(Signature) \_\_\_\_\_

(Name) \_\_\_\_\_

Address:

---

---

Occupation \_\_\_\_\_

**SCHEDULES TO BID INCLUDE THE FOLLOWING:**

- Schedule A to Bid: Schedule of Prices (BOQ) (To be Provided with Financial Bid)
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works

## **SCHEDULE – A TO BID (SCHEDULE OF PRICES)**

### 1. Schedule of Prices

**Note:** Price Should be inclusive of the following:

1. All applicable taxes/duties
2. Transport of Material/Labor
3. Labor Cost
4. Preparation of Site
5. Any other cost not mentioned hereabove



**SCHEDULE OF PRICES – SUMMARY OF BID PRICES**

**Bill of Quantities**

Sr. No.	Description of Work	Quatity	Total Price
1.	Foundation for Guy Support		
2.	Erection, Installation of Equipment and Commissioning of Wind Mast		
3	1 Year O&M		
	Total		
	Price Must be inclusive of all taxes		

### SCHEDULE OF PRICES

Item No.	Description	Quantity	Unit Rate(Rs)	Total Amount (Rs)
1.				
Total (to be carried to Summary of Bid Price)				

**SCHEDULE - B TO BID (SPECIFIC WORKS DATA)**

Unit	Description
Mast Type	Triangular Guyed Lattice Tower
Height	80 m
Equipment Details	See Technical Specification
Project Location	Barthi, Dera Ghazi Khan Punjab



## **SCHEDULE – C TO BID (WORKS TO BE PERFORMED BY SUBCONTRACTORS)**

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

Items of Works to be Sub-Contracted	Name and address of Sub-Contractors	Statement of similar works previously executed (attach evidence)
--	--	---

**Note:**

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

## **SCHEDULE – D TO BID (PROPOSED PROGRAMME OF WORKS)**

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

## **SCHEDULE – E TO BID (METHOD OF PERFORMING WORKS)**

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

- The sequence and methods in which he proposes to carry out the Works, including the number of shifts per day and hours per shift, he expects to work.
- A list of all major items of constructional and erectional plant, tools and vehicles proposed to be used in delivering/carrying out the Works at Site
- The procedure for installation of equipment and transportation of equipment and materials to the site.
- Organisation chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.





**CONDITIONS OF CONTRACT & CONTRACT DATA**

# CONDITIONS OF CONTRACT

## TABLE OF CONTENTS

### CONDITIONS OF CONTRACT

---

<b>Sr No.</b>	<b>Description</b>	<b>Page No.</b>
1	General Provisions	35
2	The Employer	37
3	Engineer's/Employer's Representatives	37
4	The Contractor	38
5	Design by Contractor	38
6	Employer's Risks	39
7	Time for Completion	39
8	Taking Over	40
9	Remedying Defects	40
10	Variations And Claims	41
11	Contract Price And Payment	42
12	Default	43
13	Risks And Responsibilities	44
14	Insurance	45
15	Resolution of Disputes	45
16	Integrity Pact	46

## CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

In the Contract as defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

##### **The Contract**

- 1.1.1 “Contract” means the Contract Agreement and the other documents listed in the Contract Data.
- 1.1.2 “Specifications” means the document as listed in the Contract Data, including Employer’s requirements in respect of design to be carried out by the Contractor (if any), and any Variation to such document.
- 1.1.3 “Drawings” means the Employer’s drawings of the Works as listed in the Contract Data, and any Variation to such drawings.

##### **Persons**

- 1.1.4 “Employer” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.
- 1.1.5 “Contractor” means the person named in the Contract Data and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.
- 1.1.6 “Party” means either the Employer or the Contractor.

##### **Dates, Times and Periods**

- 1.1.7 “Commencement Date” means the date fourteen (14) days after the date the Contract comes into effect or any other date named in the Contract Data.
- 1.1.8 “Day” means a calendar day
- 1.1.9 “Time for Completion” means the time for completing the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

##### **Money and Payments**

- 1.1.10 “Cost” means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges but does not include any allowance for profit.

## **Other Definitions**

- 1.1.11 “Contractor’s Equipment” means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or Plant intended to form part of the Works.
- 1.1.12 “Country” means the Islamic Republic of Pakistan.
- 1.1.13 “Employer’s Risks” means those matters listed in Sub-Clause 6.1.
- 1.1.14 “Force Majeure” means an event or circumstance which makes performance of a Party’s obligations illegal or impracticable and which is beyond that Party’s reasonable control.
- 1.1.15 “Materials” means things of all kinds (other than Plant) to be supplied and incorporated in the Works by the Contractor.
- 1.1.16 “Plant” means the machinery and apparatus intended to form or forming part of the Works.
- 1.1.17 “Site” means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.
- 1.1.18 “Variation” means a change which is instructed by the Engineer/Employer under Sub-Clause 10.1.
- 1.1.19 “Works” means any or all the works whether Supply, Installation, Construction etc. and design (if any) to be performed by the Contractor including temporary works and any variation thereof.
- 1.1.20 “Engineer” means the person notified by the Employer to act as Engineer for the purpose of the Contract and named as such in Contract Data.

## **1.2 Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or the other gender where the context requires.

## **1.3 Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the Contract Data.

## **1.4 Law**

The law of the Contract is the relevant Law of Islamic Republic of Pakistan.

## **1.5 Communications**

All Communications related to the Contract shall be in English language.

## **1.6 Statutory Obligations**

The Contractor shall comply with the Laws of Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

## **2. THE EMPLOYER**

### **2.1 Provision of Site**

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

### **2.2 Permits etc.**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licences or approvals which are required for the Works.

### **2.3 Engineer's/Employer's Instructions**

The Contractor shall comply with all instructions given by the Employer or the Engineer, if notified by the Employer, in respect of the Works including the suspension of all or part of the Works.

### **2.4 Approvals**

No approval or consent or absence of comment by the Engineer/Employer shall affect the Contractor's obligations.

## **3. ENGINEER'S/EMPLOYER'S REPRESENTATIVES**

### **3.1 Authorized Person**

The Employer shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract. Such authorized person shall be duly identified in the Contract Data or otherwise notified in writing to the Contractor as soon as he is so appointed. In either case the Employer shall notify the Contractor, in writing, the precise scope of the authority of such authorized person at the time of his appointment.

### **3.2 Engineer's/Employer's Representative**

The name and address of Engineer's/Employer's Representative is given in Contract Data. However the Contractor shall be notified by the Engineer/Employer, the delegated duties and authority before the Commencement of Works.

## **4. THE CONTRACTOR**

### **4.1 General Obligations**

The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment which may be required.

### **4.2 Contractor's Representative**

The Contractor shall appoint a representative at site on full time basis to supervise the execution of work and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonable withheld by the Employer. Such authorized representative may be substituted/replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

### **4.3 Subcontracting**

The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any part of the Works without the consent of the Employer.

### **4.4 Performance Security**

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security @ 10% of the contract amount at the option of the bidder, in the form of Bank Draft or Bank Guarantee for the amount and validity specified in Contract Data.

## **5. DESIGN BY CONTRACTOR**

### **5.1 Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Contract Data. The Contractor shall promptly submit to the Engineer/Employer all designs prepared by him. Within fourteen (14) days of receipt the Engineer/Employer shall notify any comments or, if the design submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the Works designed by him within fourteen (14) days after the design has been submitted to the Engineer/Employer or which has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

### **5.2 Responsibility for Design**

The Contractor shall remain responsible for his bided design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and he shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Engineer/Employer shall be responsible for the Specifications and Drawings.

## **6. EMPLOYER'S RISKS**

### **6.1 The Employer's Risks**

The Employer's Risks are:-

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country;
- b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country;
- c) riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, affecting the Site and/or the Works;
- d) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor/Sub-Contractors may be responsible for the use of any radio-active material;
- e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- f) use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
- g) late handing over of sites, anomalies in drawings, late delivery of designs and drawings of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible;
- h) a suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
- i) physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer.

## **7. TIME FOR COMPLETION**

### **7.1 Execution of the Works**

The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works, subject to Sub-Clause 7.3 below, within the Time for Completion.

### **7.2 Programme**

Within the time stated in the Contract Data, the Contractor shall submit to the Engineer/Employer a programme for the Works in the form stated in the Contract Data.

### **7.3 Extension of Time**

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer/Engineer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer/Engineer for a reasonable extension in the time for the completion of Works. Subject to the aforesaid, the Employer/Engineer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer/Engineer within such period as may be prescribed by the Employer/Engineer for the same; and

the Employer shall extend the Time for Completion as determined.

### **7.4 Late Completion**

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

## **8. TAKING-OVER**

### **8.1 Completion**

The Contractor may notify the Engineer/Employer when he considers that the Works are complete.

### **8.2 Taking-Over Notice**

Within fourteen (14) days of the receipt of the said notice of completion from the Contractor the Employer/Engineer shall either takeover the completed Works and issue a Certificate of Completion to that effect or shall notify the Contractor his reasons for not taking-over the Works. While issuing the Certificate of Completion as aforesaid, the Employer/Engineer may identify any outstanding items of work which the Contractor shall undertake during the Maintenance Period.

## **9. REMEDYING DEFECTS**

### **9.1 Remedying Defects**

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer/Engineer in writing within the said period. Upon expiry of the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer/Engineer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a



reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

## **9.2 Uncovering and Testing**

The Engineer/Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

# **10. VARIATIONS AND CLAIMS**

## **10.1 Right to Vary**

The Employer/Engineer may issue Variation Order(s) in writing. Where for any reason it has not been possible for the Employer/Engineer to issue such Variations Order(s), the Contractor may confirm any verbal orders given by the Employer/Engineer in writing and if the same are not refuted/denied by the Employer/Engineer within seven (7) days of the receipt of such confirmation the same shall be deemed to be a Variation Orders for the purposes of this Sub- Clause.

## **10.2 Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Engineer/Employer considers appropriate, or
- e) if the Engineer/Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used, or
- f) Market Rate System (MRS) District Lahore issued by Govt. of the Punjab Finance Department.

## **10.3 Early Warning**

The Contractor shall notify the Engineer/Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment.

To the extent of the Contractor's failure to notify, which results to the

Engineer/Employer being unable to keep all relevant records or not taking steps to minimise any delay, disruption, or Cost, or the value of any Variation, the Contractor's entitlement to extension of the Time for Completion or additional payment shall be reduced/rejected.

#### **10.4 Valuation of Claims**

If the Contractor incurs Cost as a result of any of the Employer's Risks, the Contractor shall be entitled to the amount of such Cost. If as a result of any Employer's Risk, it is necessary to change the Works, this shall be dealt with as a Variation subject to Contractor's notification for intention of claim to the Engineer/Employer within fourteen (14) days of the occurrence of cause.

#### **10.5 Variation and Claim Procedure**

The Contractor shall submit to the Engineer/Employer an itemised make-up of the value of variations and claims within twenty eight (28) days of the instruction or of the event giving rise to the claim. The Engineer/Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

### **11. CONTRACT PRICE AND PAYMENT**

#### **11.1 Terms of Payments and Valuation of Work**

##### **(a) Terms of Payment**

The amount due to the Contractor under any Interim Payment Certificate issued by the Engineer pursuant to this Clause, or to any other terms of the Contract, shall, subject to Clause 47, be paid by the Employer to the Contractor within 30 days after such Interim Payment Certificate has been jointly verified by Employer and Contractor, or, in the case of the Final Certificate referred to in Sub Clause 60.8, within 60 days after such Final Payment Certificate has been jointly verified by Employer and Contractor; Provided that the Interim Payment shall be caused in 42 days and Final Payment in 60 days in case of foreign funded project

##### **(b) Valuation of the Works**

The Works shall be valued as provided for in the Contract Data, subject to Clause 10.

#### **11.2 Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed; and
- b) The percentage of the value of Materials and Plant reasonably delivered to the Site, as stated in the Contract Data, subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Engineer/Employer a statement showing the amounts to which he considers himself entitled.

#### **11.3 Interim Payments**

Within a period not exceeding seven (7) days from the date of submission of a statement for interim payment by the Contractor, the Engineer shall verify the same and within a period not exceeding thirty (30) days from the said date of submission by the Contractor, the Employer shall pay to the Contractor the sum verified by the Engineer less retention money at the rate stated in the Contract Data.

#### **11.4 Retention**

Retention money shall be paid by the Employer to the Contractor within fourteen (14) Days after either the expiry of the period stated in the Contract Data, or the remedying of notified defects, or the completion of outstanding work, all asreferred to in Sub-Clause 9.1, which ever is the later.

#### **11.5 Final Payment**

Within twenty one (21) days from the date of issuance of the Maintenance Certificate the Contractor shall submit a final account to the Engineer to verifyand the Engineer shall verify the same within fourteen (14) days from the date of submission and forward the same to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within sixty (60) days from the date of receipt of the verified final account from the Engineer, the Employer shall pay to the Contractor any amount due to the Contractor. While making such payment the Employer may, for reasons to be given to the Contractor in writing, withhold any part or parts of the verified amount.

#### **11.6 Currency**

Payment shall be in the currency stated in the Contract Data.

### **12. DEFAULT**

#### **12.1 Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Engineer/Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default.

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind anyContractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

#### **12.2 Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within fourteen (14) days after the Employer's receipt of this notice, the Contractor may suspend the

execution of all or parts of the Works.

If the default is not remedied within twenty eight (28) days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further twenty one (21) days, terminate the Contract. The Contractor shall then demobilize from the Site.

### **12.3 Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used for the completion of the Works.

### **12.4 Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to twenty percent (20%) of the value of parts of the Works not executed at the date of the termination, and
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to ten percent (10%) of the value of parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within twenty eight (28) days of the notice of termination.

## **13. RISKS AND RESPONSIBILITIES**

### **13.1 Contractor's Care of the Works**

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's/Engineer's issuance of Certificate of Completion under Sub-Clause

8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the

Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

### **13.2 Force Majeure**

If Force Majeure occurs, the Contractor shall notify the Engineer/Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer demobilize the Contractor's Equipment.

If the event continues for a period of eighty four (84) days, either Party may then give notice of termination which shall take effect twenty eight (28) days after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the cost of his demobilization, and
- c) less any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within thirty five (35) days of the notice of termination.

## **14. INSURANCE**

### **14.1 Arrangements**

The Contractor shall, prior to commencing the Works, effect insurances of the types, in the amounts and naming as insured the persons stipulated in the Contract Data except for items (a) to (e) and (i) of the Employer's Risks under Sub-Clause 6.1. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Engineer/Employer with evidence that any required policy is in force and that the premiums have been paid.

### **14.2 Default**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clause, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such as a default and pay the premiums due and recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

## **15. RESOLUTION OF DISPUTES**

### **15.1 Engineer's Decision**

If a dispute of any kind whatsoever arises between the Employer and the Contractor

in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the twenty eight (28) days after the day on which he received such reference, the Engineer shall give notice of his decision to the Employer and the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

## **15.2 Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the Engineer or if no decision is given within the time set out in Sub-Clause 15.1 here above, the Party may give notice of dissatisfaction referring to this Sub-Clause within fourteen (14) days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the Engineer is revised by an arbitrator.

## **15.3 Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

## **16. INTEGRITY PACT**

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Schedule-F to his Bid, then the Employer shall be entitled to:

- (a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
- (b) terminate the Contract; and
- (c) Recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under

Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub- Clause.

### **17. Liquidated Damages for Delay**

If the Contractor fails to comply with the Time for Completion in accordance with Clause 48, for the whole of the Works or, if applicable, any Section within the relevant time prescribed in the Contract, then the Contractor shall pay to the Employer the relevant sum stated in the Contract Data as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the Contractor for such default) for every day or part of a day which shall elapse between the relevant Time for Completion and the date stated in a Taking-Over Certificate of the whole of the Works or the relevant Section, subject to the applicable limit stated in the Appendix to Tender. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

## CONTRACT DATA

### Conditions of Contract

#### 1.1.4 The Employer means;

Chief Executive officer (CEO)- Quaid-e-Azam Solar Power (Pvt) Ltd.  
3<sup>rd</sup> Floor 83-A, E/1,  
Main Boulevard, Gulberg 111.  
Lahore.  
Ph: 042- 35790363-5

#### 1.1.5 The Contractor means;

“CIVIL WORK FOUNDATION DESIGN ALONG WITH ERECTION,  
COMMISSIONING, AND CONFIGURATION, INCLUDING 01 YEAR O&M OF  
WIND MAST AT BARTHI, DERA GAZI KHAN”.

#### 1.1.7 Commencement Date means;

The date given in the Letter of Award / Acceptance.

1.1.9 **Time for Completion:** Three (03) Months.

#### 1.1.20 The Engineer:

GM Plant/Civil Consultant

### 1.3 Documents forming the Contract listed in the order of priority:

- (a) The Contract Agreement
- (b) Letter of Acceptance
- (c) The completed Form of Bid
- (d) Contract Data
- (e) Conditions of Contract
- (f) The completed Schedules to Bid including Schedule of Prices
- (g) The Drawings, if any
- (h) The Specifications
- (i) \_\_\_\_\_
- (j) \_\_\_\_\_

### 2.1 Provision of Site:

Date of Commencement will be The Date for provision of Site.

### 3.1 Authorised person :

GM PLANT QASPL

### 3.2 Name and address of Engineer's / Employer's representative



GM Plant QASPL

**3.3 Performance Security:**

10% of the Contract Amount in shape of Bank Guarantee issued by a Scheduled Bank in Pakistan

**Validity:** Performance Security will remain valid till successful completion of O&M period i.e 12-months

**5.1 Requirements for Contractor's design (if any):**

Not Applicable

**7.2 Programme:**

**Time for submission:**

Within Ten (10) days of the receipt of Acceptance Letter.

**9.1 Period for remedying defects**

Minimum 12-months effective from issuance of Taking Over Certificate.

**11.1 Terms of Payments**

Add following at the end of paragraph 11.1 (a)

“The quantities given in the BOQ are merely estimation. Payment to the Contractor shall be made as per actual work done fully verified by the Representative of the Engineer and certified by the “The Engineer” of the Project.”

**11.3 Percentage of retention:**

**11.6 Currency of payment:**

Pak. Rupees

**14.1 Insurances:**

**Type of cover**

The Works,

**Amount of cover**

The sum stated in the Letter of Acceptance plus fifteen percent (15%)

**Type of cover**

Contractor's Equipment:

**Amount of cover**

Full replacement cost

**Type of cover**

Third Party-injury to persons and damage to property.

**Amount of cover**

Pak Rupees 50,000.00 per occurrence with number of occurrences unlimited

**15.3 Arbitration**

Place of Arbitration: Lahore.

**17. Liquidated Damages for Delay**

In the fifth line of Sub-clause deletes the words “and not as penalty”

Add the following paragraph at the end of Sub-Clause

The rate of liquidated damages shall be at the rate of 0.1 Percent per day up to maximum of Ten (10) Percent of Contract Price).

## **STANDARD FORMS**

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

As Provided by the Bank

## FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the day of \_\_\_\_\_ 20 \_\_\_\_ between \_\_\_\_\_ (hereinafter called the "Employer") of the one part and \_\_\_\_\_ (hereinafter called the "Contractor") of the other part.

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

NOW this Agreement witnessed as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
  - (a) The Letter of Acceptance;
  - (b) The completed Form of Bid along with Schedules to Bid;
  - (c) Conditions of Contract & Contract Data;
  - (d) The priced Schedule of Prices;
  - (e) The Specifications; and
  - (f) The Drawings
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works as per provisions of the Contract, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signature of the Contactor

\_\_\_\_\_  
(Seal)

Signature of the Employer

\_\_\_\_\_  
(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

\_\_\_\_\_

(Name, Title and Address)

Witness:

\_\_\_\_\_

(Name, Title and Address)

**Affidavit for Non-Blacklisting of Firm**

**(In case of JV separate certificate to be attached by each member)**

**[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;
- has *never* been declared *ineligible/blacklisted* 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 *conflict of interest* 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 *ineligibility* or disqualifications

(Stamp of Company)

(Signatures of Authorized Rep)

\_\_\_\_\_  
Company Name

Attestation by Oath Commissioner and/or Notary Public



**TECHNICAL SPECIFICATIONS**

**(Volume – II)**

**Mast Type: 80m Triangular Lattice Tower**

**Instruments Details**

Sr. No.	Instrument	Make	Model	Height (m)
1	Anemometer	Thies	S11100	80
2	Anemometer	Vector		80
3	Anemometer	Thies	S11100	60
4	Anemometer	Thies	S11100	40
5	Anemometer	Thies	S11100	20
6	Wind Vane	Thies	S11100	78.5
7	Wind Vane	Thies	S11100	58.5
8	Temperature Sensor	Galltec	TPC1.5/6-ME	76
9	Temperature & Humidity Sensor	Galltec	KPC1.5/6-ME	5
10	Barometer	Ammonit	AB 100	4

**Data Logger Details**

<b>Model &amp; Manufacturer</b>	Ammonit Meteo – 40M
<b>Modem Time</b>	UTM + 5
<b>Charge Controller Model</b>	Steca SOLsum 6.6F
<b>Connection Device</b>	GSM Modem
<b>Modem Model</b>	PHS8-P Terminal GPS

**Instruments Details**

Instrument	QTY	Mast Face Width	Height	Boom Length	Boom's Pipe Diameter	Height of top vertical Pipe	Top vertical Pipe diameter (mm)
Lightning Arrestor's Boom	2	610 mm	81.5 m	2764 mm	48.6 mm	730 mm	48.6 mm
Anemometer's Boom	1	610 mm	80 m	4064 mm	48.6 mm	730 mm	34 mm
Wind Vane's Boom	1	610 mm	78.5 m	4064 mm	48.6 mm	730 mm	34 mm
Anemometer's Boom	1	610 mm	60 m	4064 mm	48.6 mm	730 mm	34 mm
Wind Vane's Boom	1	610 mm	58.5 m	4064 mm	48.6 mm	730 mm	34 mm
Anemometer's Boom	1	610 mm	40 m	4064 mm	48.6 mm	730 mm	34 mm
Anemometer's Boom	2	610 mm	20 m	4064 mm	48.6 mm	730 mm	34 mm