



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

**SELECTION OF CONTRACTORS  
FOR**

**Construction of Boundary Wall as Well as the Removal and Construction of  
Tilted Wall at Quaid-E-Azam Solar Park Bahawalpur**

**20<sup>th</sup> SEPTEMBER 2022**

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

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# **INVITATION FOR BIDS**

**Invitation letter**

Ref No: QAS/BW/2022/01

Date: 20<sup>th</sup> September, 2022

To

**Subject: INVITATION OF BIDS FOR THE PROJECT “CONSTRUCTION OF BOUNDARY WALL AS WELL AS THE REMOVAL AND CONSTRUCTION OF TILTED WALL AT QUAID-E-AZAM SOLAR PARK BAHAWALPUR”**

1. The Quaid-e-Azam Solar Power (Pvt.) Ltd (QASPL) (hereinafter called “Employer”) invites sealed bids for framework contract for 01 year (extendable with mutual consent of both parties), under Single Stage-Two Envelope bidding procedure, from eligible firms or persons licensed by the Pakistan Engineering Council in the appropriate category for the Works.
2. Eligible Bidders may obtain further information, inspect and acquire the Bidding Documents from the Office of the Employer, at QASPL Office: 3rd Floor, 83/A-E1, Gulberg III, Lahore.
3. The Bidding Document includes:
  - I. Invitation for Bid
  - II. Instructions to Bidders & Bidding Data
  - III. Schedules to Bid
  - IV. Conditions of Contract & Contract Data
  - V. Standard Forms:
  - VI. Technical Specifications
  - VII. Drawings, if any
4. A complete set of Bidding Documents may be purchased by an interested bidder on submission of a written application to the above office and upon payment of a non-refundable fee of **PKR 1000 in shape of pay order in favor of “Quaid-e-Azam Solar Power (Pvt.) Ltd”/-**.
5. All bids must be accompanied by a Bid Security in the amount of PKR 180,000/- (2% of 9,000,000/- estimated price) shape of CDR in the Name **“Quaid-e-Azam Solar Power (Pvt.) Ltd** and must be delivered ***QASPL Office: 3<sup>rd</sup> Floor, 83/A-E1, Gulberg III, Lahore,*** on or before **5<sup>th</sup> October, 2022 in sealed envelopes at 03:00 pm**. Bids will be opened at **03:30 pm** on the same day in the presence of bidders’ representatives available in the meeting.

With Best Regards

Muhammad Badar-Ul-Munir  
Chief Executive Officer  
Quaid-e-Azam Solar Power (Pvt.) Ltd.

# **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-2 or above with codes of CE-10
- b) The Bidder must be registered FBR, 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 Twenty Eight (28) 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.

**IB.22. Integrity Pact**

- 22.1. The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid non-responsive.

**G. BIDDING DATA**

<b>Sr. No.</b>	<b>Data</b>	<b>Description</b>
<b>1.1</b>	<b>Name of Employer</b>	Quaid-e-Azam Solar Power (Pvt) Ltd.
	<b>Brief Description of Works / Scope of Work</b>	<p><b>Construction of Boundary Wall as Well as the Removal and Construction of Tilted Wall at Quaid-E-Azam Solar Park Bahawalpur</b></p> <ul style="list-style-type: none"> <li>• Excavation as per drawing.</li> <li>• Construction of RCC Columns as per drawings</li> <li>• Construction of RCC Plank in between columns as per drawings.</li> <li>• Fixing of razor wire at top of wall as per drawing.</li> </ul>
<b>1.2</b>	<b>Employer's Address</b>	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>10.3</b>	<b>Currency</b>	Bid shall be quoted entirely in Pak. Rupees. The payment shall be made in Pak.Rupees.
<b>11.2</b>	<b>Evaluation and Qualification Criteria</b>	<p><b>Procurement Method:</b> Single Stage Two Envelop</p> <p><b>Method of Selection:</b> Least Cost Basis</p> <ol style="list-style-type: none"> <li>a) The Bidder must be registered with PEC in category C-2 or above with codes of CE-10</li> <li>b) The Bidder must be registered FBR, Punjab Revenue Authority for Sales Tax and Income Tax and must be active taxpayer Copies of registration certificates to be attached.</li> <li>c) The bidding firm/company must be registered with SECP/Registrar of Firm. Copy of registration certificate(s) to be provided</li> <li>d) Bidder must have prior experience of at least 05 civil construction projects (Completion Certificate / Proof to be attached)</li> <li>e) In the case of JV. Proper JV agreement should be attached and both partners should be registered with FPR and PRA</li> <li>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</li> </ol> <p>Note: Those firms could not fulfil the criteria shall be stands</p>

		disqualified.
12.1	<b>Work Description</b>	See Technical Specification, Drawings and Specific Works Data
12.2	<b>Technical Information</b>	Complete set of technical information, description data, literature 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.
13.1	<b>Bid Security</b>	PKR 180,000/- in the form of CDR or Pay Order
14.1	<b>Validity Period of Bid</b>	90 Days
14.4	<b>No. Of Copies:</b>	<b>Technical Bid:</b> 01 (One) Original and 01 (One) Copy <b>Financial Bid:</b> 01 (One) Original
15.1	<b>Deadline of Submission</b>	Bids must be submitted by <b>03:00 PM</b> on 5 <sup>th</sup> <b>October-2022</b>  Bids submitted after the deadline shall not be accepted
16.1	<b>Opening of Bid</b>	<b>Opening of Bids</b> Technical 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
16.4	<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
21.1	<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.  However, in order to expedite the process, Successful Bidder must submit the amount equivalent to the Performance Security in form of CDR within seven (07) days of the issuance of LOA

**FORM OF BID AND SCHEDULES TO BID**

**FORM OF BID for Technical Proposal**

Bid Reference No. \_\_\_\_\_  
Phase No: \_\_\_\_\_

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 90 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

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

**Letter of Financial Bid**

Date: .....

Bid Reference No: .....  
(Name of Contract/Works)

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB)9;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below is:.....
- (c) The discounts offered and the methodology for their application are:.....
- (d) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed and we do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Works.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (h) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bid data sheet.
- (i) If awarded the contract, the person named below shall act as Contractor's Representative.

Name .....

In the capacity of .....

Signed .....

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

Date .....

Address.....

**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)**

### ***BILL OF QUANTITIES***

#### **A. Preamble**

1. The Bill of Quantities shall be read in conjunction with the Conditions of Contract, Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Contractor and verified by the Engineer and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix in accordance with provisions of the Contract.
3. The rates and prices entered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract include all costs of Contractor's plant, labour, supervision, materials, execution, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Furthermore, all duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works.
6. General directions and description of work and materials are not necessarily repeated nor summarised in the Bill of Quantities. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 58.2 of Part I, General Conditions of Contract.

**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 - A TO BID**

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

**Bill of Quantities**

<b>Sr. No.</b>	<b>Description of Work</b>	<b>Unit Price (Per Running Feet)</b>	<b>Unit Price (Per Running Feet) Inclusive of Taxes</b>	<b>Total Price</b>
1.	Construction of Boundary Wall as Well as the Removal and Construction of Tilted Wall at Quaid-E-Azam Solar Park Bahawalpur			
<b>Grand Total</b>				
<b>Amount in Words</b>				
<b>Note:</b> Least cost shall be determined on the basis of grand total. Price Must be inclusive of all taxes All the construction will be based on newly procured material. Contractor will not be allowed to use any material from dismantled wall.				

**SCHEDULE OF PRICES**

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

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

Contractor shall execute the task in light of data provided in following sections of this document

1. Work Description provided in ITB
2. Technical Specifications
3. Drawings

**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)
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**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.
- Organization 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

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### CONDITIONS OF CONTRACT

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## 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 Maintenances 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) 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 as referred 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 verify and 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 any Contractor'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 and Reconciliation Act 2015 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**  
**Special 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;**

“Construction of Boundary Wall as Well as the Removal and Construction of Tilted Wall at Quaid-E-Azam Solar Park Bahawalpur”

**1.1.7 Commencement Date means;**

The date on which the contract is signed.

**1.1.9 Tenure of the contract:** 01 year (extendable with mutual consent of both parties)

**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) Performance Security

**2.1 Date of Commencement:**

Date of commencement will be the date for provision of site

**3.1 Authorized person:**

GM PLANT QASPL

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

GM Plant QASPL

Quaid-e-Azam Solar Power (Pvt) Ltd.  
3<sup>rd</sup> Floor 83-A, E/1,  
Main Boulevard, Gulberg 111.  
Lahore.

**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 for 01 year.

**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)

Payment to the Contractor shall be made as per following

“The quantities given in bidding document are merely estimation. Payment to the contractor shall be made as per actual work done in running feet dully verified by the representative of the Employer”.

**11.3 Percentage of retention:**

Retention money equal to two (02%) of the Work done will be deducted from each payment and will be released after successful completion of Defect Liability period (DLP).

**11.6 Currency of payment:**

Pak. Rupees

**15.3 Arbitration**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably in accordance with Clause 15 shall be submitted by either Party for settlement in Arbitration in accordance with the provisions of the Arbitration and reconciliation Act 2015 and Rules made thereunder and any statutory modifications thereto at the place specified in the SC.

Services under the Contract shall, if reasonably possible continue during the arbitration

proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

**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)**

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

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

Name of Principal (Contractor) with address: \_\_\_\_\_

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

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

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

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said

obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

	_____ Guarantor (Bank)
Witness:	
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	
_____	_____
Name, Title & Address	Corporate Guarantor (Seal)

## 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

## FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL

(On a Stamp Paper of Rs. 100 or more value)

### POWER OF ATTORNEY

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the [insert name of project in the Pakistan, including signing and submission of all documents and providing information/ responses to the The Client, representing us in all matters before GoPb, and generally dealing with the Client in all matters in connection with our proposal for the said project.

We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things awfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

#### Notes:

1. *To be executed by the sole Bidder or the Lead Member in case of a Consortium duly supported .by a Board Resolution*
2. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
3. *Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

**TECHNICAL SPECIFICATIONS**

**(Volume – II)**

**Construction of Boundary Wall as Well as the Removal and Construction of Tilted Wall at Quaid-E-Azam Solar  
Park Bahawalpur**

## **DRAWINGS**

**Construction of Boundary Wall as Well as the Removal and Construction of Tilted Wall at Quaid-E-Azam Solar  
Park Bahawalpur**