

Quaid-e-Azam Solar Power (Pvt) Ltd



Quaid e Azam Solar Power (pvt) Ltd

BIDDING DOCUMENT FOR PROCUREMENT OF WORKSTATIONS

Dated: 30th May, 2024

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

DISCLAIMER

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

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

DRAFT

INVITATION TO BID

Ref# QASP/Proc/Workstations/2024/05

Quaid-e-Azam Solar Power (Pvt) Ltd (QASPL) invites sealed bids from Contractors / firms / Manufacturers / Authorized dealers / Sole proprietor for Procurement of workstations at Quaid-e-Azam Solar (Head Office). The procedure for selection of supplier shall be Single Stage Two Envelope with least cost selection bidding procedure as per PPR 2014. The requirements are given below:

Workstations Technical Specifications

Sr No.	ITEM	DESCRIPTION	Quantity
1	Processor	Intel® Core™ i5 14th Gen 14500 (24 MB cache, 14 cores, 20 threads, 2.6 GHz to 5.0 GHz, 65W)	03
	Memory	64GB: 4x16 GB, DDR5, 4400 MT/s	
	SSD	512 GB, M.2 2230, Gen 4 PCIe NVMe, SSD	
	HDD	2 TB, 7200 RPM, 3.5-inch, SATA, HDD	
	Graphic Card	Intel Integrated Graphics	
	DVD Drive	Yes	
	Keyboard & Mouse	Yes	
	Warranty	5 Years	

Note:

- Bidders have to fulfill the eligibility criteria.
- Those firms who must meet the technical specification will be qualified for financial bid opening. Contract will be awarded on least cost basis.

Terms and Conditions

1. The rates validity of tender will be up to 3 Months from the date of opening of tender. Prices must be quoted separately inclusive all taxes.
2. All pages of the bid document must be signed and stamped by the bidder.
3. Bidder shall provide valid manufacturer's warranty(s).
4. QA Solar reserves the right to decrease /increase the quantity without consultation as and when required as per requirement and available budget.
5. The successful bidder shall execute a written agreement with 05 Year Duration.
6. On finding substandard quality or lower specification as and when noticed during process, the Bid security deposit shall be forfeited in favor of the QA Solar.
7. The payment shall be subject to satisfaction of all items duly certified by the inspection committee/user. Findings of the inspection committee/user will be binding on the supplier.

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

8. Procurement shall be governed under the Punjab Procurement Rules, 2014.
9. In case of any dispute, the decision of the CEO, QASPL shall be final.

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

3. Interested eligible Bidders may obtain further information from **Quaid-e-Azam Solar Power (Pvt) Ltd**. Bids must be delivered to the address below at on or before **14th June, 2024 at 11:30 AM**. Bids received after the time specified herein shall be rejected. Bids will be opened on the same day at **12:00 PM** in the presence of the Bidders' representatives who choose to attend at the address below:

4. Eligibility Criteria:

Sr. No	Eligibility	Yes/No
01	Bid security (within 5% of estimated cost of 2.9 million) Rs. 116,000/- (Refundable) in the shape of CDR in favor of "Quaid-e-Azam Solar Power (Pvt) Ltd" should be attached with Technical Bid.	
02	Attach Minimum 03 Purchase Order / Work Order/ Contract/ Completion Certificate for providing specific goods to public / private sector Companies.	
03	Meet Technical Specifications as specified in Technical Bid Form	
04	Registration with tax Authorities (Copy of NTN / GST and Active Tax Payer on FBR website.	
05	Certificate from the Authorized principle Manufacturer / Partner / Dealer	
06	Affidavit on stamp paper of not being blacklisted by Govt. agency (Specimen Provided at T-FORM II	
07	Each page of the bid should be signed and stamped by the bidder	
Note:		
Those bids could not fulfil the eligibility criteria shall be treated as Non-Responsive bids.		

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

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

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

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

- 1.1 The QASPL wishes to receive Bid for the Good mentioned in Invitation to Bid at the earlier page (hereinafter referred to as Goods) and provide services such as training, repair & maintenance during warranty period (hereinafter referred to as Services).
- 1.2 The bid is to be completed and submitted to the QASPL in accordance with these Instructions to Bidders.

2. Eligible Bidder

The Invitation for Bid is open to the well reputed Contractors / firms / Manufacturers / Authorized dealers / Sole proprietor based in Pakistan dealing in similar/specific items registered with Income and Sales Tax Department.

3. Eligible Goods

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

4. Cost of Bidding

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

5. Joint Ventures (Not Applicable)

6. Assurance

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

BIDDING DOCUMENTS

7. Contents of Bidding Documents

7.1 The Goods and Services required, bidding procedures and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bid, the bidding documents include:

- a) Instructions to Bidders
- b) Bid Form
- c) Schedules:
 - Schedule – A Special Stipulations
 - Schedule - B Price Schedule
- d) Contract Form
- e) Conditions of Contract

7.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required by the Bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will result in the rejection of the bid.

8. Clarification of Bidding Document

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

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

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

9. Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bid, the QASPL may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidders, modify the bidding documents by issuing a corrigendum(s) and / or addendum(s) and may also extend time for submission of bids in its own discretion if QASPL deems it appropriate and necessary.

9.2 The amendment shall be part of the bidding documents, pursuant to Clause 8.1, will be notified in writing or by telex, or by fax to the prospective bidder who has received the bidding documents, and will be binding on him. Bidder is required to acknowledge receipt of any such amendment to the bidding documents.

Quaid-e-Azam Solar Power (Pvt) Ltd
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- 9.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the QASPL may, at its discretion, extend the deadline for the submission of bid.
- 9.4 The quantity of the Goods mentioned in bidding document may be vary upto 15% and QASPL may add, modify or delete the items listed above.

PREPARATION OF BID

10. Language of Bid

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

11. Documents Comprising the Bid

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

a) Bid Form

The Bidder shall complete the Bid Form in accordance with Clause 12.

b) Price Schedule

The Bidder shall complete the appropriate Price Schedule furnished in the Bidding Documents in accordance with Clauses 13 & 14.

c) Bid Security

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

12. Bid Form

- 12.1 The bidder shall complete the Bid Form duly signed by the authorized person along with the stamp of the company and all the Schedules furnished in the bidding documents.

13. Bid Prices

- 13.1 The bidder shall complete Schedule B, Price Schedule for all or any Good and Service on which he wants to quote rate as per the instructions contained in this document.

13.2 Prices quoted in the Price Schedule for the Good and Service should be entered in the following manner:

- (i) The price of the Good and Service will be quoted in exclusive of after sale services at the address provided in Schedule A.
- (ii) Bidders shall quote rate and Technical Specifications for one or more Goods Good and Service in Price Bid Schedule (B) and should write Nil against Item not quoted.
- (iii) The blank or partially / conditionally filled Price Bid Schedule B of any item is considered non competitive for the specific item.
- (iv) The price is to be submitted in Pak Rupees only and should include all taxes.

13.3 Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation.

14. Bid Currencies

Prices shall be quoted in Pak Rupees.

15. Bid Security

15.1 Pursuant to Clause 11.1(c), the bidder shall furnish, as part of its bid, a bid security in the amount of PKR 116,000 (within 5% of the estimated cost of 2.9 million).

15.2 The bid security shall be denominated in Pak Rupees and shall be in shape of call Deposit Receipt (CDR) in favor of Quaid-e-Azam Solar Power Pvt Ltd.

15.3 The bid not secured in accordance with Clauses 15.1 and 15.2 above will be rejected by the Purchaser as non-responsive.

15.4 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.

15.5 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 30, and furnishing the performance security, pursuant to Clause 31.

15.6 The bid security may be forfeited:

- (a) If the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
- (c) If the bidder fails;
 - (i) To sign the contract in accordance with Clause 30, or
 - (ii) To furnish the performance security in accordance with Clause 31.

16. Period of Validity of Bid

- 16.1 The bid shall remain valid for ninety (90) days from the date of bid closing prescribed by the Purchaser, pursuant to Clause 19.
- 16.2 Notwithstanding Clause 16.1 above, the Purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing or by cable or fax. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 15 shall also be suitably extended. The bidder may refuse the request without forfeiture of its bid security. The bidder will not be required or permitted to modify its bid.

17. Format and Signing of Bid

- 17.1 The bidder shall submit dully filled original Bidding Document issued to him.
- 17.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the person signing the bid.
- 17.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

SUBMISSION OF BID

18. Sealing and Marking of Bid

- 18.1 The bidder shall seal the original Bid in an envelope.
- 18.2 The envelopes shall:

- (a) Be addressed to the following address:

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

- (b) Bear the following identification:
Bid for Procurement of Workstations

DO NOT OPEN BEFORE 12:00 PM on 14th June, 2024.

- 18.3 In addition the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "Late".

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

18.4 Fax bid will not be entertained.

19. Deadline for Submission of Bid

19.1 The original bid must be received by the QASPL at the address specified in Clause 18.2 by **11:30 am on 14th June, 2024.**

19.2 The QASPL may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with Clause 9, in which case all rights and obligations of the QASPL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bid

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

21. Modification and Withdrawal of Bid

21.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the QASPL prior to the deadline prescribed for submission of bid.

21.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18. A withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.

21.3 The bid may not be modified subsequent to the deadline for submission of bid.

21.4 The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security, pursuant to Clause 15.

21.5 Notwithstanding anything contained herein, QASPL reserves the right to modify, add or cancel any phase of the subject procurement and / or increase / decrease any part of the subject procurement at any time, even after award of contract / purchase order, without incurring any liability arising therefrom.

OPENING AND EVALUATION OF BID

22. Opening of Bid

22.1 The bid shall be opened by the QASPL in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 19.1, at the office of

the QASPL, given in Clause 18.2 (a). The bidder's representatives who are present shall sign a register evidencing their attendance.

- 22.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the QASPL, at its discretion, may consider appropriate will be announced and recorded at the opening.

23. Clarification of Bid

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

24. Determination of Responsiveness of Bid

- 24.1 Prior to the detailed evaluation of the bid, pursuant to Clause 26, the Purchaser will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which meets the eligibility criteria.
- 24.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.3 The bid determined as not substantially responsive will be rejected by the QASPL and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.
- 24.4 The QASPL may waive any minor informality or non-conformity or irregularity in the bid.
- 24.5 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the QASPL for any arithmetic errors. Errors will be rectified as follows:
- (a) for the total individual bid price of each item Good and Service entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total individual Bid Price of each item of Good and Service shown in the Price Schedule for each item of Good and Service, will govern unless the Bid Contains a specific statement confirming the total individual Bid Price of each item of Good and Service.
 - (b) where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the QASPL, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item of Good and Service as quoted will govern and the unit rate will be corrected, and

- (c) Where there is a discrepancy in the total price quoted in the Price Schedule of each item of Good and Service vis-à-vis addition of each item of Good and Service, the total of the itemized prices will govern.

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

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

25. Evaluation and Comparison of Bids

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

25.1 Basis of Evaluation and Comparison of Bid

The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding document will be considered for evaluation. The evaluation and comparison of the Bid will be done Good and Service wise. The contract will be awarded to that Bidder who's corrected and evaluated Bid Price for that specific item is the lowest.

25.2 Evaluated Bid Prices

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

26. Contacting the Purchaser

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

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

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

AWARD OF CONTRACT

28. Post-qualification and Award Criteria

- 28.1 The QASPL will determine to its satisfaction whether the bidder has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract
- 28.2 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.
- 28.3 Subject to Clause 27 above, the QASPL will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the QASPL, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

29. Notification of Contract Award

- 29.1 Prior to the expiration of the period of bid validity, the QASPL will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as Letter of Acceptance.

30. Signing of Contract

- 30.1 After the acceptance of performance security by the QASPL, the QASPL will send to the successful bidder an advance copy of the Contract provided in the bidding documents, incorporating all agreements between the parties.
- 30.2 Within two (2) days of the receipt of such advance copy of the Contract, the bidder shall sign the original Contract at the office of QASPL.

31. Performance Security

- 31.1 Within Ten (10) days of the receipt of the Letter of Acceptance from the QASPL, the bidder shall furnish the performance security, in accordance with the Conditions of Contract, in the performance security Form provided in the bidding documents or another form acceptable to the QASPL.

ADDITIONAL INSTRUCTIONS

32. Instructions to Assist the Bidder

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

33. Income Tax & General Sales Tax

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

DRAFT

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide Workstations in accordance with your Invitation to Bid dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and remains valid for a period of 90 days from bid opening.

We undertake, if our Proposal is accepted, we will provide goods as per the Invitation to Bid..

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Technical Bid Form

Workstations

Sr No.	ITEM	DESCRIPTION	Quantity
1	Processor	Intel® Core™ i5 14th Gen 14500 (24 MB cache, 14 cores, 20 threads, 2.6 GHz to 5.0 GHz, 65W)	03
	Memory	64GB: 4x16 GB, DDR5, 4400 MT/s	
	SSD	512 GB, M.2 2230, Gen 4 PCIe NVMe, SSD	
	HDD	2 TB, 7200 RPM, 3.5-inch, SATA, HDD	
	Graphic Card	Intel Integrated Graphics	
	DVD Drive	Yes	
	Keyboard & Mouse	Yes	
	Warranty	5 Years	

Note:

- Please attach relevant supporting brochures / documents for technical evaluation of proposal.
- Bidders have to fulfill the eligibility criteria.
- Those firms who meet the technical specification will be qualified for financial bid opening.

[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

Financial BID FORM (Separate Envelope)

To:

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

Gentlemen:

Having examined the bidding documents including Addendum No _____, (if any,) the receipt of which is hereby duly acknowledge, for the above Contract, we, the undersigned, offer to ----- in conformity with the said bidding documents for the Total individual Bid Price for each Good and Service.

Sr. #	Descriptions / Specifications	Brand / Manufacturer	Quantity	Price Inclusive of Taxes
Grand Total Inclusive of Taxes				

or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our above stated individual Bids for any or more Goods and Services is accepted, to complete the Works in accordance with the Contract Execution Schedule provided in the Schedule A Special Stipulations to Bid.

If our individual Bids for any or more Goods and Services are accepted, we will provide the performance security in the sum equivalent to 5% per cent of the Contract Price, for the due performance of the Contract valid till warranty period.

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

Dated this _____ day of _____.

WITNESS

Bidder Signature Along With Seal

Signature -----

Signature -----

Name-----

Name -----

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

Title: -----
Address: -----

Title-----
Address-----

DRAFT

CONTRACT

PROCUREMENT OF WORKSTATIONS

BY AND BETWEEN:



Quaid e Azam Solar Power (pvt) Ltd

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

And

CONTRACT NO. _____

Dated: _____

This CONTRACT for Procurement of Workstations (hereinafter referred to as "Contract") has been entered into on this ___ day of _____, 2024 by and between:

Quaid-e-Azam Solar Power (Pvt.) Ltd. (herein after referred as **‘QASPL’** or **‘Purchaser’**), a public sector company incorporated under the laws of Pakistan having its place of business at 3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore Pakistan through its Chief Executive Officer named Mr. Muhammad Badar ul Munir, which expression, unless repugnant to the context or meaning thereof, includes and deemed to include its successor-in-interest, administrators, transferees and permitted assign(s) Party of the **First Part**;

AND

M/s. _____ a **company/firm** (hereinafter referred as **‘Contractor’**) ‘incorporated under laws of Pakistan, having its place of business at _____ Lahore, Pakistan through its authorized representative _____ named _____, which expression, unless repugnant to the context or meaning thereof, includes and deemed to include its successor-in-interest, administrators, transferees and permitted assign(s) Party of the **Second Part**;

(Purchaser/QASPL and the _____ are hereinafter referred individually to as the ‘Party’ and collectively as the ‘Parties’ which expression includes their respective legal representatives, permitted assigns and successors.)

WHEREAS the Purchaser invited bids for Procurement of Workstations required by QASPL (hereinafter collectively referred as ‘Goods’) and has accepted a bid submitted by the Contractor for the supply of Goods.

Sr. No.	Description of Good	Qty Nos.	Unit Rate Rs	Contract Amount Rs
1				
2				
3				

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions and understandings set forth herein in this Contract, and other good and valuable consideration, the receipt and adequacy and legal sufficiency of which are hereby mutually acknowledged, the Parties with the intent to be legally bound hereby agree as follows:

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

1. The following documents shall be deemed to form and be read and construed as part of this Contract.
 - (a) The Notification of Award / letter of Acceptance;
 - (b) The Bid and Schedules listed as under;
 - Schedule A Special Stipulations
 - Schedule B Price Schedule
 - (c) The Conditions of Contract;

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

2. In consideration of the payments to be made by the QASPL to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the QASPL to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The QASPL hereby covenants to pay the Contractor, in consideration of the provision of the Goods and Services and the remedying of defects therein, at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

WITNESS

(PURCHASER)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Seal: _____

WITNESS

(CONTRACTOR)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- 1.1.1 "Commencement Date of the Contract" means the date of signing of the Contract between the QASPL and the Contractor.
- 1.1.2 "Contract" means the agreement entered into between the QASPL and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 1.1.3 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.1.4 "Contractor" means the individual or firm / company / supplier whose bid has been accepted by the QASPL and the legal successors, in title to the Contractor.
- 1.1.5 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract, which is properly, apportionable to the Goods or Services in question.
- 1.1.6 "Defects Liability Expiry Certificate" means the certificate to be issued by the Purchaser to the Contractor in accordance with Clause ____.
- 1.1.7 "Defects Liability Period (Warranty Period)" means the period stated in the Schedule A Special Stipulations, following the taking over, during which the Contractor is responsible for making good defects and damage in accordance with Clause ____.
- 1.1.8 "Purchaser" means the specific Quaid-e-Azam Solar Power (Pvt) Ltd for which the equipment has been procured or any other person for the time being or from time to time duly appointed in writing by the QASPL to act as Purchaser for the purposes of the Contract.
- 1.1.9 "Purchaser's Representative" means any representative of the Purchaser appointed from time to time by the Purchaser under Clause ____.
- 1.1.10 "Goods" means all of the equipment, machinery, services and/or other materials, which the Contractor is required to supply to the QASPL under the Contract.
- 1.1.11 "Purchaser" means the Quaid-e-Azam Solar Power (Pvt) Ltd, Lahore, Pakistan.
- 1.1.12 "Services" means services ancillary to the supply of the Goods, such as insurance, and any other incidental services, such as testing, training and other such obligations of the Contractor covered under the Contract.

1.1.13 "Taking-Over Certificate" means the certificate to be given by the Purchaser to the Contractor in accordance with Clause ____.

1.1.14 "Works" means all Service to be provided and work to be done by the Contractor under the Contract.

1.2 Headings and Titles

The headings and titles in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.

1.3 Interpretation

Words importing persons or parties shall include firms and corporations and any organization having legal capacity. Words importing the singular only also include the plural and vice versa where the context requires.

1.4 Periods

In these Conditions "day" means calendar day and week means seven (7) calendar days.

1.5 Notice, Consents and Approvals

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

2 Application

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

3 Country of Origin

3.1 Goods and all other ancillary Services supplied under this Contract shall have their origin in eligible member countries.

3.2 For purposes of this Clause, "origin" shall be considered to be the place where the Goods were mined, grown or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Contractor.

4 Standards

- 4.1 The Goods and Services supplied under this Contract shall conform to the authoritative latest standard appropriate to the Goods.

5 Use of Contract Documents and Information

- 5.1 The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, drawings, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2 The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information specified in Clause 5.1 above, except for purposes of performing the Contract.

6 Patent Rights

- 6.1 The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

7 Performance Security

- 7.1 Within ten (10) days of receipt of the Letter of Acceptance from the Purchaser, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in the **Schedule A** Special Stipulations to Bid.

- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

- 7.3 The Contractor shall provide to the Purchaser, performance security ("Performance Security") at the rate of Five percent (5%) of the Contract amount. Such Performance Security shall be in the form as may be agreed between the Contractor and the Purchaser. The institution providing such Performance Security shall be subject to the approval of the Purchaser.

- 7.4 The performance security will be returned by the Purchaser not later than twenty eight (28) days of the issue of the Defects Liability Expiry Certificate.

8 Inspection and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect the work being carried out under this Contract and to test the Goods to confirm their conformity to the Specifications. The Special Conditions of Contract or the Specifications or both shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the

Supplier in writing of the identity of any representative retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and at the Service final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all-reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Service fail to conform to the specifications, the Purchaser may reject them, and the Supplier shall either replace the rejected Service or make all alterations necessary to meet the requirements of the Specifications free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at the site of installation shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to delivery of the Goods.
- 8.5 Nothing in this Clause 8 shall in any way release the Supplier from any Warranty or other obligations under the Contract.

9 Packing

- 9.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

10 Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Contractor at the address specified in **Schedule A Special Stipulations**.

10.2 Contract Execution Schedule

- 10.2.1 The delivery of the Goods at the site, it's testing, and successful training shall be completed within the periods stated in the Schedule A Special Stipulations to Bid.
- 10.2.2 Within the time stated in Schedule A Special Stipulations to Bid, the Contractor shall bound to supply testing the goods and training as required under the control.
- 10.2.3 The Service shall remain at the risk and under the physical custody of the Contractor until the delivery and testing of the Goods is completed.
- 10.2.4 The Contractor shall ensure that the Goods shall be delivered complete to enable the testing and training to proceed without interruption. If it shall appear to the Purchaser that the Goods have been or are likely to be delayed by reason of

incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

10.3 Documentation

Before the Goods are taken over by the Purchaser, the Contractor shall furnish the operation manuals, service manuals and other information pertaining to the performance of the Goods.

10.4 Taking-Over Certificate

10.4.1 The Service or any portion thereof shall be deemed to be taken over by the Purchaser when they have been delivered and tested for their intended purposes.

10.4.2 The Contractor shall apply by notice to the Purchaser for a Taking-Over Certificate. The Goods will be delivered and tested at the place of delivery of Goods.

10.4.3 The Purchaser will within twenty one (21) days after receipt of Contractor's application either:

- (a) issue the Taking-Over Certificate to the Contractor stating the date on which the Goods or any portion thereof were successfully tested and ready for taking over, or
- (b) reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

10.4.4 The issue of a Taking-Over Certificate shall not operate as an admission that the Works are completed in every respect.

11 Marine Insurance of the Goods

11.1 All marine insurance if Goods imported outside Pakistan shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

12 Transportation

12.2.1 Transport of the Goods to the place of destination as specified in the Contract shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

13 Incidental Services

13.1 The Contractor shall provide the following services:

- (a) start-up and testing of the supplied Goods;

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

- (b) furnishing of a detailed Operation and Service Manuals for each appropriate unit of the supplied Goods;
- (c) training of the personnel nominated by the Purchaser, of the supplied Goods, as specified in the Specifications.

14 Spare Parts

- 14.1 The Contractor warrants to the Purchaser that the Service supplied by the Contractor under the Contract are standard and of exact Equipment, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Service supplied under this Contract shall have no defect, arising from design, materials, or installation & configuration from any act or omission of the Contractor that may develop under normal use of the supplied Service.

15 Warranty and Defects Liability Expiry Certificate

- 15.1 The Contractor warrants to the Purchaser that the Goods supplied by the Contractor under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied Goods.
- 15.2 This warranty shall remain valid for as specified in the Special Stipulations of this document, after the Goods, or any portion thereof, as the case may be, have been Taken Over, in accordance with Clause 10.4. This period is hereinafter referred as Warranty Period.
- 15.3 The Purchaser shall promptly notify the Contractor in writing of any claim arising under this warranty.
- 15.4 Upon receipt of such notice, the Contractor shall, within a reasonable period as notified by the Purchaser, repair or replace the defective Goods or parts thereof at site, without any cost to the Purchaser.
- 15.5 If the Contractor, having been notified, fails to remedy the defect (s) in accordance with the Contract, the Purchaser may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost. The Contractor's warranty pursuant to this Clause 15 is without prejudice to any other rights or remedies which the Purchaser may have against the Contractor under the Contract.
- 15.6 Any defective Goods or part thereof which has been replaced by the Contractor shall become the property of the Contractor as and where it lies.
- 15.7 When the Warranty Period of the Goods has expired, and the Contractor has fulfilled his obligations under this Contract for defects in the Goods and has imparted training, the Purchaser shall issue within four (4) weeks to the Purchaser with a copy to the Contractor a Defects Liability Expiry Certificate to that effect.

16 Payment Terms

16.1 Payment will be made by the Purchaser for the supply, delivery and installation of the equipment and provision of services and payment will be made as per after the issuance of taking over certificate.

16.2 The amounts and types of currencies in which payment shall be made to the supplier under the Contract shall be as specified in the Bid form.

16.3 Method of Application

16.3.1 The Contractor shall submit to the Purchaser four (4) copies of application for payment in a form approved by the Purchaser. Application shall be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require. The application for payment shall state the amount claimed and shall set forth in detail, in the order of the Price Schedule, particulars of the Works executed.

16.4 Payment to Contractor

After receiving an application for payment, which the Contractor was entitled to receive, the purchaser shall proceed for the payment to contractor subject to

That there are no:

- (a) Defects or short comings in the Goods supplied.
- (b) The performance of the Goods and Services is satisfactory.

16.5 Correction to Certificates of Payment

The Purchaser may in any certificate of payment make any correction or modification that properly be made in respect of any previous certificate.

16.6 Payment

The Purchaser shall pay the amount certified within the period stipulated in **Schedule-A**, Special Stipulations to Bid, after the date of delivery of each certificate of payment to the Purchaser.

17 Prices

17.1 Prices charged by the Contractor for Services, Goods delivered, tested, and imparting training under the Contract shall not vary from the prices quoted by the Contractor in the Price Schedule.

18 Change Orders

18.1 The Purchaser may at any time, by written notice to the Contractor, instruct the Contractor to alter, amend, omit, add to or otherwise change any part of the Goods.

18.2 Upon notification by the Purchaser of such change, the Contractor shall submit to the Purchaser an estimate of costs for the proposed change (hereinafter referred to as the Change), within ten (10) calendar days of receipt of notice of the Change, and shall include an estimate of the impact (if any) of the Change on the delivery dates under the Contract, as well as a detailed schedule of execution of service under the Contract.

18.3 The Contractor shall not perform Changes in accordance with Clause 18.1 above until the Purchaser has authorized a Change Order in writing.

18.4 Changes mutually agreed upon shall constitute a part of the work under this Contract, and the provisions and conditions of the Contract shall apply to said Change.

19 Contract Amendments

19.1 Subject to Clause 18, no variation in or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

20 Assignment

The Contractor shall not assign in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21 Subcontracts

21.1 The Supplier shall not subcontract all or any part of the contract without first obtaining the Purchaser's approval in writing of the subcontracting and the subcontractor.

21.2 The Supplier guarantees that any and all subcontractors of the Supplier for performance of any part of the work under the contract will comply fully with the terms of the Contract applicable to such part of the work under the contract.

22 Extensions in the Contractor's Performance

22.1 Delivery of the Service and performance of the Services shall be made by the Contractor in accordance with the Contract Execution Schedule, pursuant to Clause 10.2 hereof.

22.2 If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the Purchaser in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance.

22.3 Except as provided under Clause 25, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the

imposition of liquidated damages pursuant to Clause 23, unless an extension of time is agreed upon pursuant to Clause 22.2 without the application of liquidated damages.

23 Liquidated Damages

23.1 Subject to Clause 25 hereof, if the Contractor fails to deliver any or all of the Services or Goods within the time period(s) specified in the Contract, the Purchaser shall without prejudice to any other remedy it may have under the Contract, deduct from the Contract Price as liquidated damages, a sum of money equal to the percentage named in Schedule A Special Stipulations to Bid, of the Contract Value which is attributable to such part of the Goods and Services as cannot in consequence of the delay be put to the intended use for every day or part of a day between the scheduled delivery date with any extension of time thereof and the actual delivery date(s) provided that the amount so deducted shall not exceed in the aggregate, the percentage named in the Schedule-A to Bid of the Contract Price.

24 Termination for Default

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

- (a) if the Contractor fails to deliver, test and impart training (if required) of any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 22; or
- (b) if the Contractor fails to perform any other obligation(s) under the Contract; and
- (c) if the Contractor, in either of the above circumstances, does not cure its failure within a period of two (2) weeks (or such longer period as the Purchaser may authorize in writing) after receipt of a notice of default from the Purchaser specifying the nature of the default(s).

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 24.1 above, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

25 Force Majeure

25.1 Notwithstanding the provisions of Clauses 22, 23 and 24, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

26 Termination for Insolvency

- 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27 Termination for Convenience

- 27.1 The Purchaser may, by written notice sent to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Service which are complete and ready for shipment within four (4) weeks after the Contractor's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion thereof completed and delivered at the Contract terms and prices and/or
 - (b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and for materials and parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

28 Resolution of Disputes

- 28.1 The Purchaser and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after twenty-eight (28) days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to resolve amicably a Contract dispute, either party may, within one month, require that the dispute be referred for resolution by arbitration under the Arbitration and

Reconciliation Act 2015, as amended, by one or more arbitrators selected in accordance with said Rules. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

29 Contract Language

- 29.1 The Contract shall be in the English language, and all documentation related hereto will also be in the English language. The Contractor hereby represents that it has sufficient knowledge of the English language fully to understand the Contract.
- 29.2 The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

30 Applicable Law

- 30.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

31 Notices

2.1. Notice to Contractor

All certificates, notices, instructions or orders to be given to the Contractor by the purchaser or the Purchaser under the terms of the Contractor, shall be served by sending the same by registered post, cable, telex or facsimile transmission to or leaving the same at the Contractor's principal office, or at the Contractor's office in Pakistan or such other addresses as the Contractor shall nominate for the purpose, or may by handing over to the Contractor's representative.

a. Notice to Purchaser

Any notice to be given to the Purchaser under the terms of the Contract shall be served by sending the same by registered post, telex or facsimile transmission to or leaving the same at the following office:

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

b. Notice to Purchaser

Any notice to be given to the Purchaser under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission or be left at the following addresses:

Chief Executive Office

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

32 Taxes and Duties

- 32.1 The Contractor shall be entirely responsible for all taxes, stamp duties and other such levies imposed outside or inside Pakistan.

33 Purchaser and Purchaser's Representative

a. Purchaser's Duties

The Purchaser shall carry out the duties specified in the Contract.

Except as expressly stated in the Contract, the Purchaser shall have no authority to relieve the Contractor of any of his obligations under the Contract.

b. Purchaser's Representative

The Purchaser's Representative shall be appointed by and be responsible to the Purchaser and shall only carry out such duties and exercise such authority as may be delegated to him by the Purchaser under Clause 33.3.

c. Purchaser's Power to Delegate

The Purchaser may from time to time delegate to the Purchaser's Representative any of the duties vested in the Purchaser and may at any time revoke such delegation.

Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor and the Purchaser.

Any decision, instruction or approval given by the Purchaser's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Purchaser. However:

- (a) Any failure of the Purchaser's Representative to disapprove any Goods or workmanship shall not prejudice the right of the Purchaser to disapprove such Goods or workmanship and to give instructions for the rectification thereof;
- (b) If the Contractor questions any decision or instruction of the Purchaser's Representative, the Contractor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

d. Purchaser's Decisions and Instructions

The Contractor shall proceed with the decisions and instructions given by the Purchaser in accordance with these Conditions.

34 Ownership of Goods

Goods to be supplied pursuant to the Contract shall become the property of the Purchaser when the Goods are Taken Over by the Purchaser.

35 Training (if required)

- 35.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser to ensure that they shall acquire a good working knowledge of the operation, and general maintenance of the Goods to be supplied under the Contract.

In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser. The Contractor shall then proceed to implement suitable remedial measures after consultation with the Purchaser.

36 Compliance with Statues and Regulations

- 36.1 The Contractor shall in all matters arising in the performance of the Contract conform in all respects with the provisions of all Central, Provincial and Local Laws, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

37 Headings

- 37.1 Headings, whether of clauses or of other parts of the Contract, are for reference only and are not to be construed as part of the contract.

38 Waiver

- 38.1 Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

SCHEDULE –A: SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

1.	Amount of Performance Security	Clause of Conditions of <u>Contract</u> 7	The Contractor shall deposit 05% Performance Security in form of Bank Guarantee before the signing of contract. This Performance Security will be returned to the firm upon expiry of Warranty Period.
2.	Delivery of Goods & Services		
	Address at which Goods shall be delivered.	10.1	Quaid e Azam Solar Park 100MW Bahawalpur.
	Contract Execution Schedule	10.2	From the signing date of the Contract.
	Delivery of Goods / Services within the Period	10.2.1	Within 8 weeks after issuance of Purchase Order.
	Testing and Training	10.2.2	Within 10 days of delivery
3.	Incidental Services	13.1	The Contractor shall replace the Goods in case if Goods delivered are found damaged or substandard or not in accordance with the design & specifications.
4.	Warranty and Defect Liability	15.2	The warranty shall remain valid for 5 years as specified in the Specifications.
5.	Time within which payment shall be made after delivery of	16.6	Within 15 days

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Phone No. 042-99332261-65

certificate of payment
to Purchaser

- a) Liquidated damages for delayed delivery of Goods thereof. 23 10% of the Price of the delayed Goods and / or Service per day or part thereof at the sole discretion of the Purchaser. Besides above, in case of failure to perform any obligation under this Contract, the Contractor shall be liable to liquidated damages of upto One per cent (01%) of the Contract Price per day in the sole discretion of the Purchaser.
- b) Limit of Liquidated Damages Not to exceed in the aggregate ten percent (10%) of Contract Price stated in the Notice of Contract Award / Letter of Acceptance by the Purchaser.
6. Purchaser Representative 33 The IT Officer of QASPL shall be representative for delivery of Goods and Services.
7. Training 35 As and when required by the Purchaser.

APPENDIX B

Sr No.	ITEM	DESCRIPTION	Quantity	Price Inclusive of all Taxes
1	Processor	Intel® Core™ i5 14th Gen 14500 (24 MB cache, 14 cores, 20 threads, 2.6 GHz to 5.0 GHz, 65W)	03	
	Memory	64GB: 4x16 GB, DDR5, 4400 MT/s		
	SSD	512 GB, M.2 2230, Gen 4 PCIe NVMe, SSD		
	HDD	2 TB, 7200 RPM, 3.5-inch, SATA, HDD		
	Graphic Card	Intel Integrated Graphics		
	DVD Drive	Yes		
	Keyboard & Mouse	Yes		
	Warranty	5 Years		