

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

TENDER DOCUMENT

FOR

PROCUREMENT OF NEW TYRES FOR QASPL HEAD OFFICE AND SITE OFFICE VEHICLES”

Dated: 08th January, 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.*

INVITATION TO BID

Ref# QASPL/Proc/Tyres/2024/01

Quaid-e-Azam Solar Power (Pvt.) Ltd (QASPL) invites sealed bids from suppliers for the procurement of latest tyres for head office and site office vehicles”. The procedure for selection of supplier shall be Single Stage Two Envelope bidding procedure with least cost basis of PPRA 2014. The requirement of tyres is given below:

Sr. No.	Vehicle Make and Model	QTY	Vehicles Count	Unit Rate Inclusive of Taxes	Total Cost Inclusive of Taxes
1	Honda Civic 1500cc Turbo Model 2017	04	01		
2	Honda Civic 1800cc Model 2014	04	01		
3	Toyota Corolla XLI Model 2014	04	01		
4	Toyota Corolla XLI Model 2015	04	01		
5	Suzuki Cultus Model 2014	04	03		
6	Toyota Hilux Single Cabin Model 2022	04	01		
Grand Total (Inclusive of all Taxes)					

Terms of Reference:

- Invoice will be provided after delivery of tyres
- Any discrepancy in quality will be dealt legally.
- Rate shall be quoted inclusive of all taxes
- Rate shall be quoted in Pak Rupees.
- Rates shall remain valid for a period of one year from the date supply of tyres
- PO shall be issued as and when required.

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

3. Interested eligible Bidders may obtain tender document from **Quaid-e-Azam Solar (Pvt) Ltd**. Bids must be delivered to the address below on or before **24th January 2024 at 03:00 PM**.

4. Eligibility Criteria:

Sr. No	Eligibility	Yes/No
01	Bid security PKR. 60,000/- (4% of estimated price of 1,500,000/- (Refundable) in the shape of CDR in favor of “Quaid-e-Azam Solar Power (Pvt.) Ltd”	
02	Minimum 03 Year of Experience for supply of tyres. (Copies of POs/Work Orders/Contract Agreement to be attached.)	
03	Copies of registration with Income Tax	

04	Copies of Sales Tax Registration	
05	Affidavit on stamp paper duly notarize of not being blacklisted by any Govt. agency. (Annex-A)	
06	Bid Security Amounting to PKR 60,000/- to be attached with Technical Bid.	
Note: Those bids could not fulfil the eligibility criteria shall be treated as non-Responsive bids and technically disqualified.		

5. Bids received after the time specified herein shall be rejected. Bids will be opened on the same day at **03:30 PM** in the presence of the Bidders' representatives who choose to attend.

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

Chief Executive Officer

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

3rd Floor, 83 A E/1, Main Boulevard, Gulberg III, Lahore.

Phone No. 042-99332261-65

Fax No. 042-35790366

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. Scope

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

2. Eligible Bidder

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

3. Eligible Goods

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

4. Cost of Bidding

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

5. Joint Ventures (Not Applicable)

6. Assurance

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

BIDDING DOCUMENTS

7. Contents of Bidding Documents

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

8. Clarification of Bidding Document

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

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

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

9. Amendment of Bidding Documents

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

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

PREPARATION OF BID

10. Language of Bid

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

11. Documents Comprising the Bid

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

a) Bid Form

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

b) Bid Security

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

12. Bid Form

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

13. Bid Prices

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

(ii) The price is to be submitted in Pak Rupees only and should include all taxes.

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

14. Bid Currencies

Prices shall be quoted in Pak Rupees.

15. Bid Security

15.1 Pursuant to Clause 11.1(b), the bidder shall furnish, as part of its bid, a bid security in the amount as mentioned in the eligibility criteria.

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

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

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

15.5 The successful bidder's bid security will be returned, upon the signing of contract.

15.6 The bid security may be forfeited:

(a) if the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form / Invitation to Bid; or

(b) if the bidder fails;

(i) to sign the contract in accordance with Clause 28

16. Period of Validity of Bid

16.1 The bid shall remain valid for 180 days from the date of bid closing prescribed by the Client, pursuant to Clause 19.

16.2 Notwithstanding Clause 16.1 above, the Client may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 15 shall also be suitably extended. The bidder may refuse the request without forfeiture of its bid security. The bidder will not be required or permitted to modify its bid.

17. Format and Signing of Bid

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

SUBMISSION OF BID

18. Sealing and Marking of Bid

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

- 18.2 The envelopes shall:

- (a) be addressed to the following address:

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

- (b) bear the following identification:

PROCUREMENT OF LATEST TYRES FOR QASPL'S VEHICLES AT HEAD OFFICE IN LAHORE AND SITE OFFICE IN BAHAWALPUR.

DO NOT OPEN BEFORE 24th January, 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".
- 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 **15:00 Hrs on 24th January, 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 Client will examine and determine the substantial responsiveness of the bid to the requirements of the bidding documents. A substantially responsive bid is one which meet the eligibility criteria.
- 24.2 The bidder's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.3 The bid determined as not substantially responsive will be rejected by the QASPL and may not subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.
- 24.4 The QASPL may waive any minor informality or non-conformity or irregularity in the bid.
- 24.5 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the QASPL for any arithmetic errors. Errors will be rectified as follows:
- (a) for the total individual bid price of each item Good and Service entered in paragraph of the Bid Form or Invitation to Bid, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total individual Bid Price of each item of Good and Service shown in the Price Schedule for each item of Good and Service, will govern unless the Bid Contains a specific statement confirming the total individual Bid Price of each item of Good and Service.
 - (b) where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the QASPL, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item of Good and Service as quoted will govern and the unit rate will be corrected, and
 - (c) where there is a discrepancy in the total price quoted in the Price Schedule of each item of Good and Service vis-à-vis addition of each item of Good and Service, the total of the itemized prices will govern.

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

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

25. Evaluation and Comparison of Bids

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

25.1 Basis of Evaluation and Comparison of Bid

The Bids of only those Bidders who are substantially responsive to the requirements of the Bidding document will be considered for evaluation. The evaluation and comparison of the Bid will be done Good and Service wise. The contract will be awarded to the Bidder who's corrected and evaluated Bid Price for overall items is the lowest subject to the originality and best quality of all the items.

25.2 Evaluated Bid Prices

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

26. Contacting the Client

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

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

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

AWARD OF CONTRACT

28. Signing of Contract

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

29. Notification of Contract Award

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

30. Signing of Contract

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

ADDITIONAL INSTRUCTIONS

31. Instructions to Assist the Bidder

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

32. Income Tax & General Sales Tax

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

FINANCIAL BID FORM (In Separate Sealed Envelope)

To:

Chief Executive Officer

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

Gentlemen:

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. No.	Vehicle Make and Model	QTY	Vehicles Count	Unit Rate Inclusive of Taxes	Total Cost Inclusive of Taxes
1	Honda Civic 1500cc Turbo Model 2017	04	01		
2	Honda Civic 1800cc Model 2014	04	01		
3	Toyota Corolla XLI Model 2014	04	01		
4	Toyota Corolla XLI Model 2015	04	01		
5	Suzuki Cultus Model 2014	04	03		
6	Toyota Hilux Single Cabin Model 2022	04	01		
Grand Total (Inclusive of all Taxes)					

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

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

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

Dated this _____ day of _____.

Bidder Signature Along With Seal

Signature -----

Name -----

Title-----

Address-----

[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

CONTRACT

PROCUREMENT FOR LATEST TYRES FOR QASPL's VEHICLES AT HEAD OFFICE IN LAHORE AND SITE OFFICE IN BAHAWALPUR

BY AND BETWEEN:

**Quaid-e-Azam Solar Power (Pvt.) Ltd
And**

M/s

CONTRACT NO. QAS/-----022024//01

Dated:___ FEBRUARY, 2024

CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- 1.2 "Commencement Date of the Contract" means the date of signing of the Contract between the QASPL and the Contractor.
- 1.3 "Contract Period" means the period for which this contract will remain effective and binding on both parties and it shall also include the extended period with consent of both parties.
- 1.4 "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.
- 1.5 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.6 "Contractor" means the individual or firm / company / authorized dual supplier whose bid has been accepted by the QASPL and the legal successors, in title to the Contractor.
- 1.7 "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.
- 1.8 "Defects Liability Expiry Certificate" means the certificate to be issued by the Purchaser to the Contractor.
- 1.9 "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.
- 1.10 "Purchaser" means 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.
- 1.11 "Purchaser's Representative" means any representative of the Purchaser appointed from time to time by the Purchaser under Clause 8 of special stipulations.

- 1.12 "Goods" means all of the tyres which the Contractor is required to supply to the QASPL under the Contract.
- 1.13 "Purchaser" means the Quaid-e-Azam Solar Power (Pvt.) Ltd, Lahore, Pakistan.
- 1.14 "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.
- 1.15 "Taking-Over Certificate" means the certificate to be given by the Purchaser to the Contractor in accordance with Clause 17.
- 1.16 "Works" means all Service to be provided and work to be done by the Contractor under the Contract.

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.

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.

4. Duration of Contract

The duration of contract period will be one (1) year from the date of signing of the contract which shall be extendable by the mutual written consent of the parties. Any modification in the terms and conditions, scope, duration, type or nature of items shall be done only by mutual written consent of both parties.

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

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.

6. Application

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

7. Country of Origin

7.1 All Goods and Services supplied under the Contract shall have their origin in eligible member countries.

7.2 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.

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

8. Standards

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

9. Use of Contract Documents and Information

9.1 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.

9.2 The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information, except for purposes of performing the Contract.

10. Patent Rights

10.1 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.

11. Performance Security

11.1 Letter of Award/Acceptance Draft has been shared prior to execution of Contract the same has be to be signed by both parties. 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.

11.2 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.

11.3 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.

11.4 The performance security will be returned by the Purchaser not later than twenty-eight (28) days after the successful execution of the contract.

12. Inspection and Tests

12.1 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.

12.2 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.

12.4 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.

12.5 Nothing in this Clause shall in any way release the Supplier from any Warranty or other obligations under the Contract.

13. Packing

13.1 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.

14. Delivery and Documents

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

15. Contract Execution Schedule

15.1 The delivery of the Goods at the site, it's testing, shall be completed within the periods stated in the Schedule A Special Stipulations to Bid.

15.2 Within the time stated in Schedule A Special Stipulations to Bid, the Contractor shall bound to supply the goods.

15.3 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.

16. 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.

17. Taking-Over Certificate

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

17.2 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.

17.3 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.

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

18. Transportation

18.1 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.

19. Warranty and Defects Liability Expiry Certificate

- 19.1 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.
- 19.2 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 17. This period is hereinafter referred as Warranty Period.
- 19.3 The Purchaser shall promptly notify the Contractor in writing of any claim arising under this warranty.
- 19.4 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.
- 19.5 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 22 is without prejudice to any other rights or remedies which the Purchaser may have against the Contractor under the Contract.

20. Property in Replaced Components

Any defective item which has been replaced by the Contractor shall become the property of the Contractor as and where it lies.

21. Defects Liability Expiry Certificate

When the Warranty Period of the Goods has expired, and the Contractor has fulfilled all his obligations under the Contract for defects in the Goods, 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.

22. Payment Terms

- 22.1 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.

22.2 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 and Schedule B attached in the contract.

23. Method of Application

23.1 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.

24. 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.

25. 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.

26. 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.

27. Prices

27.1 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.

28. Change Orders

28.1 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.

28.2 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.

28.3 The Contractor shall not perform Changes above until the Purchaser has authorized a Change Order in writing

28.4 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.

29. Contract Amendments

29.1 No variation or modification of the conditions and terms of the Contract shall be made except by written amendment signed by the parties.

30. 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.

31. Subcontracts

31.1 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.

31.2 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.

32. Extensions in the Contractor's Performance

32.1 Delivery of the Service and performance of the Services shall be made by the Contractor in accordance with the Contract Execution Schedule.

32.2 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.

32.3 Except as provided under Clause 40, 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 37, unless an extension of time is agreed upon without the application of liquidated damages.

33. Liquidated Damages

33.1 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.

34. Termination for Default

34.1 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 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).

34.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 38.1 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.

36. Force Majeure

36.1 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.

36.2 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, quarantine restrictions, and freight embargoes.

36.3 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.

37. Termination for Insolvency

37.1 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.

38. Termination for Convenience

38.1 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.

38.2 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.

39. Resolution of Disputes

39.1 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.

39.2 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 arbitration under the provisions of Arbitration Act 1940, as amended, by one or more arbitrators appointed in accordance with said Act. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

40. Contract Language

40.1 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.

40.2 The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

41. Applicable Law

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

42. Notices

42.1 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 Contract, 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 be handed over to the Contractor's representative.

42.2 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

43. Taxes and Duties

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

44. Purchaser and Purchaser's Representative

44.1 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.

44.2 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.

44.3 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.

45. Purchaser's Decisions and Instructions

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

46. 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.

47. Compliance with Statues and Regulations

- 47.1 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.

48. Headings

- 48.1 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.

49. Waiver

- 49.1 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> 11.1	The Contractor shall deposit 05% Performance Security at the time of award of contract in form of Bank Guarantee / CDR. 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.	47.1	Quaid-e-Azam SolarHead office in lahore and Site at Bahawalpur
	Delivery of Goods within the Period	14.1	Within 5 days after issuance of Purchase Order.
	Testing and Training	52.1	Not Applicable
3.	Incidental Services	22.4	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 1 year as specified in the Specifications.
5.	Time within which payment shall be made after delivery of	29	Within 15 days

certificate of payment
to Purchaser

6	a) Liquidated damages for delayed delivery of Goods thereof.		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	37.1	Not to exceed in the aggregate ten percent (10%) of all the paid monthly invoices.
8.	Purchaser Representative	49.2	The Manager HR& Admin of QASPL shall be representative for delivery of Goods.
9.	Training	52	As and when required by the Purchaser.

APPENDIX B

SCHEDULE

Sr. No.	Vehicle Make and Model	QTY	Vehicles Count	Unit Rate Inclusive of Taxes	Total Cost Inclusive of Taxes
1	Honda Civic 1500cc Turbo Model 2017	04	01		
2	Honda Civic 1800cc Model 2014	04	01		
3	Toyota Corolla XLI Model 2014	04	01		
4	Toyota Corolla XLI Model 2015	04	01		
5	Suzuki Cultus Model 2014	04	03		
6	Toyota Hilux Single Cabin Model 2022	04	01		
Grand Total (Inclusive of all Taxes)					

End-of-Document