

TENDER DOCUMENT

Supply, Installation, Commissioning and Testing of Equipment for 230 KWp On-Grid Solar Energy System

For

Sports Industries Development Centre (SIDC), Sialkot

March - 2024

Sports Industries Development Centre (SIDC), Sialkot

A project of SMEDA, Ministry of Industries and Production, Government of Pakistan

14-Km Motra, Adjacent Imam Bukhari University, Sialkot Road, Daska, Pakistan

Tel: 052-6227310, 052-6227311

Website: www.sidc.org.pk, Email: info@sidc.org.pk

SUMMARY OF CONTENTS

<u>Subject</u>	<u>Page No</u>
(I) TENDER NOTICE / INVITATION TO BID	02
(II) INSTRUCTIONS TO BIDDERS & BIDDING DATA	03
(III) FORM OF BID & SCHEDULES TO BID	21
(IV) CONDITIONS OF CONTRACT & CONTRACT DATA	52
(V) STANDARD FORMS	55
(VI) SPECIFICATIONS	61

INVITATION TO BID

For Supply, Installation, Commissioning and Testing of Equipment for 230 KWp On-Grid Solar Energy System for Sports Industries Development Centre (SIDC), Sialkot

Sports Industries Development Centre (SIDC) Sialkot, a common facility centre of SMEDA, invites sealed bids from the experienced firms, registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue for supply, installation & commissioning of Equipment for 230 KWp On-Grid Solar Energy System as given in the Tender Document.

The Centre has received funding from the Export Development Fund of the Government of Pakistan for Upgradation of the center a part of which is to be used for the procurement, installation & commissioning and testing of following equipment for 230 KWp On-Grid Solar Energy System;

Solar Panels, Inverters, Mounting Structure, DC Cable, Earthing Cables, AC Cable, LV Panels, Earth Pit, Lightening arrestor, consumables, PV genset control module for synchronization for solar system and generator 300 KVA and Accessories etc.

Bidding documents, containing detailed terms and conditions, etc. can be purchased from the Office of the undersigned on submission of a written application. Price of the bidding documents is Rs.1,000/- non-refundable. Bids will be received and opened as per PPRA rule 36(b) Single stage - Two envelope bidding procedure. Bidding documents can also be downloaded from website www.sidc.org.pk free of cost.

A pre-bid meeting shall be arranged on: **12-03-2024 at 12:10 P.M.** at SIDC Office, Sialkot. Prospective bidders may participate in the meeting.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at the Office of the undersigned on or before **12:30 P.M. on 26-03-2024**. Bids will be opened the same day at **01:30 P.M.** This advertisement is also available on PPRA website at www.ppra.org.pk.

Project Director

Sports Industries Development Centre (SIDC), Sialkot

14-Km Motra, adjacent Imam Bukhari University, Sialkot Road, Daska

Tel: 052-6227310, 052-6227311,

Website: www.sidc.org.pk, E-mail: info@sidc.org.pk

**INSTRUCTIONS
TO BIDDERS
&
BIDDING DATA**

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS

<i>Clause No.</i>	<i>Description</i>	<i>Page No.</i>
A. GENERAL		
IB.1	Scope of Bid & Source of Funds	6
IB.2	Eligible Bidders	6
IB.3	Cost of Bidding	6
B. BIDDING DOCUMENTS		
IB.4	Contents of Bidding Documents	6
IB.5	Clarification of Bidding Documents	7
IB.6	Amendment of Bidding Documents	7
C- PREPARATION OF BID		
IB.7	Language of Bid	8
IB.8	Documents Comprising the Bid	8
IB.9	Sufficiency of Bid	8
IB.10	Bid Prices, Currency of Bid & Payment	8
IB.11	Documents Establishing Bidder's Eligibility and Qualifications	9
IB.12	Documents Establishing Works & Conformity to Bidding Documents	9
IB.13	Bidding Security	9
IB.14	Validity of Bids, Format, Signing and Submission of Bid	10
D-SUBMISSION OF BID		
IB.15	Deadline for Submission, Modification & Withdrawal of Bids	11
E. BID OPENING AND EVALUATION		
IB.16	Bid Opening, Clarification and Evaluation	12
IB.17	Process to be Confidential	15

F. AWARD OF CONTRACT

IB.18	Post Qualification	16
IB.19	Award Criteria & Employers Right	16
IB.20	Notification of Award & Signing of Contract Agreement	16
IB.21	Performance Security	16
IB.22	Integrity Pact	17

INSTRUCTIONS TO BIDDERS

(Note: These Instructions to Bidders (IB) along with Bidding Data will not be part of Contract and will cease to have effect once the Contract is signed).

A. GENERAL

IB.1 Scope of Bid & Source of Funds

1.1 Scope of Bid

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

1.2 Source of Funds

Funded by Export Development Fund (EDF).

IB.2 Eligible Bidders

2.1 Bidding is open to all firms, suppliers / contractors meeting the following mandatory requirements:

- a) Having business NTN number, Income & Sales tax registrations with presence in Active Tax Payer List (ATL) of FBR.
- b) Minimum 5 years of relevant experience.
- c) Firm is not black listed by any firm or Govt. Department.
- d) Having minimum annual financial Turnover of Rs. 20 Mn.

IB.3 Cost of Bidding

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

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

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

- 1. Instructions to Bidders & Bidding Data
- 2. Form of Bid & Schedules to Bid

Schedules to Bid comprise the following:

- (i) Schedule A: Schedule of Prices
- (ii) Schedule B: Specific Works Data
- (iii) Schedule C: Works to be Performed by Subcontractors
- (iv) Schedule D: Proposed Programme of Works
- (v) Schedule E: Method of Performing Works
- (vi) Schedule F: Integrity Pact

3. Conditions of Contract & Contract Data

4. Standard Forms:

- (i) Form of Bid Security
- (ii) Form of Performance Security
- (iii) Form of Contract Agreement

5. Specifications

IB.5 Clarification of Bidding Documents

- 5.1 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer at the Employer's address indicated in the Bidding Data.
- 5.2 The Employer will respond to any request for clarification which it receives earlier than ten (10) days prior to the deadline for the submission of Bids. Copies of the Employer's response will be forwarded to all prospective bidders, at least five (5) days prior to dead line for submission of Bids, who have received the Bidding Documents including a description of the enquiry but without identifying its source.

IB.6 Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

IB.7 Language of Bid

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

IB.8 Documents Comprising the Bid

- 8.1 The bid prepared by the bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Form of Bid duly filled, signed and sealed, in accordance with Sub-Clause IB.14.3.
 - (c) Schedules (A to F) to Bid duly filled and initialed, in accordance with the instructions contained therein & in accordance with Sub-Clause IB14.3.
 - (d) Bid Security furnished in accordance with Clause IB.13.
 - (e) Power of Attorney in accordance with Sub-Clause IB 14.5.
 - (f) Documentary evidence in accordance with Clause IB.11
 - (g) Documentary evidence in accordance with Clause IB.12.

IB.9 Sufficiency of Bid

- 9.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
- 9.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

IB.10 Bid Prices, Currency of Bid and Payment

- 10.1 The bidder shall fill up the Schedule of Prices (Schedule A to Bid) indicating the unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to Schedule of Prices.
- 10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

- 10.3 The unit rates and prices in the Schedule of Prices shall be quoted by the bidder in the currency as stipulated in Bidding Data.

IB.11 Documents Establishing Bidder's Eligibility and Qualifications

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

IB.12 Documents Establishing Works' Conformity to Bidding Documents

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

IB.13 Bid Security

- 13.1 Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak rupees in the form of Deposit at Call, CDR or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Employer valid for a period up to twenty-eight (28) days beyond the bid validity date.
- 13.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 13.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 13.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, pursuant to Clause IB.21 and signed the Contract Agreement, pursuant to Sub-Clauses IB.20.2 & 20.3.
- 13.5 The Bid Security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) hereof; or
 - (c) In the case of a successful bidder, if he fails to:
 - (i) Furnish the required Performance Security in accordance with Clause IB.21, or
 - (ii) Sign the Contract Agreement, in accordance with Sub-Clauses IB.20.2 & 20.3.

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

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

Pre-bid Meeting: A pre-bid meeting shall be arranged on 12-03-2024 at 12:10 P.M. at SIDC Office, Sialkot. Prospective bidders may participate in the meeting.

D. SUBMISSION OF BID

Bidding procedure will be as per PPRA rule 36(b) Single stage – Two envelope procedure.

PPRA Rule 36(b): Single stage – Two envelope procedure:

- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii. the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- iii. initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- iv. the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- v. the procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not

- conform to the specified requirements;
- vi. during the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. the financial proposals of bids shall be opened publicly at a time date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- ix. The bid found to be the most advantageous bid shall be accepted.

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

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

E. BID OPENING AND EVALUATION

IB.16 Bid Opening, Clarification and Evaluation

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

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

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

- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-Clauses IB.16.7 to 16.9, the Employer will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. It will include to determine the requirements listed in Bidding Data.

- (b) Arithmetical errors will be rectified on the following basis:

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

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

- 16.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, provided such waiver does not prejudice or affect the relative ranking of any other bidders.
- 16.7 The Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Sub-Clauses IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works as per IB 11.1. The prices will be compared on the basis of the Evaluated Bid Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

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

(b) Commercial Evaluation

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

16.8 Evaluated Bid Price

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

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

16.9 Evaluation Methods

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

(i) Price Adjustment for Technical Compliance

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

(ii) Price Adjustment for Commercial Compliance

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

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

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

16.10 Weightage for Evaluation:

Bids will be evaluated on 70:30 ratio, 70 for technical and 30 for financial, for complete scope of works.

A Technical Bid 70 Marks

B Financial Bid 30 Marks

Total Score 100 Marks

Technical evaluation Performa:

Sr. No.	Attributes	Max. Marks	Requirement
1	Total experience of the Firm. (No. of years since its registration / incorporation)	20	Maximum Marks will be assigned to the bidder having 10 years of experience. Relative Marking for others. Attach: NTN, or Firm/ Company incorporation certificate or Any other.
2	Successful completion of reference able projects of similar nature within 10 years. (Including Govt. projects)	35	Maximum Marks will be assigned to bidder who has successfully completed 5 number of Projects at least of 100 KWp. Rest will be evaluated on relative marking. Attach: Work Order / Completion Certificates
3	Financial Strength	20	Highest marks for Annual Sales Turnover above Rs. 20 Mn, relative marking for others.) Attach: Annual audited accounts / Bank Statement / Tax Return of last 3 years.
4	Project Team / Qualified Team	25	Maximum Marks will be assigned to bidders with: 1 Project Manager; Qualification: Graduate Engineer (PEC registered) with minimum 10 years relevant experience. (10 Marks) 2 Engineers (PEC registered); Qualification: Mechanical/Electrical Engineering with minimum 5 years relevant experience. (10 Marks) 2 Diploma Holders; Qualification: DAE with minimum 5 years relevant experience. (4 Marks) 1 Technician; Minimum 2 years relevant experience. (1 Marks) Rest will be evaluated on relative marking. Attach: Detail of Project team along with CVs
	TOTAL	100	

Cut-off level: At least 60% Marks will be required to qualify technically and subsequent

eligibility for participation in the financial evaluation. Financial Bids of bidders scoring less than 60% marks in the Technical Evaluation would be returned un-opened.

Technical Bid: 70%, Financial Bid: 30%

1- Marks obtained by Firm/100*70% = _____

2- Minimum Bid (M) / The Bid value (B)*W (30%) = _____

(Relevant Percentage)

M → Minimum Bid, B → the bid Value, W → Weightage

Total Score = Technical Bid Score + Financial Bid Score

Bidder with highest Total Score would be considered as successful bidder

Bidders are required to submit the necessary documentary evidence to support the requirements prescribed above.

It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents.

IB.17 Process to be Confidential

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

F. AWARD OF CONTRACT

IB.18. Post Qualification

- 18.1 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not.

Provided that such qualification shall only be laid down after recording reasons there for in writing. They shall form part of the records of that bid evaluation report.

- 18.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under Clause IB.11, as well as such other information required in the Bidding Documents.

IB.19 Award Criteria & Employer's Right

- 19.1 Subject to Sub-Clause IB.19.2, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IB.18.
- 19.2 Notwithstanding Sub-Clause IB.19.1, The procuring agency reserves the right to may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.

IB.20 Notification of Award & Signing of Contract Agreement

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

IB.21 Performance Security

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

IB.22 Integrity Pact

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

Undertaking regarding to provide details of ultimate beneficial owners as per PPRA SRO 592(1)/2022 in case of his bid found most advantageous.

BIDDING DATA

(The following specific data for the Works to be tendered shall complement, amend, or supplement the provisions in the Instructions to Bidders. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.)

Instructions to Bidders

Clause Reference

1.1 Name of Employer

Sports Industries Development Centre (SIDC), Sialkot. A PSDP project of Ministry of Industries & Production under execution by SMEDA.

Brief Description of Works

Supply, Installation & Commissioning and Testing of following Equipment for 230 KWp On-Grid Solar Energy System;

Solar Panels, Inverters, Mounting Structure, DC Cable, Earthing Cables, AC Cable, LV Panels, Earth Pit, Lightening arrestor, consumables, PV genset control module for synchronization for solar system and generator 300 KVA and Accessories etc.

Detail scope of works is given in Schedules to Bid. Interested bidders will quote for complete scope of work. Bids will be received and will be evaluated as per evaluation criteria for award of works accordingly to the lowest evaluated bidder. Bidders who will quote for complete scope of work will be entertained.

5.1 (a) Employer's address:

Project Director, Sports Industries Development Centre (SIDC), 14-Km Motra, adjacent Imam Bukhari University, Sialkot Road, Daska.
Tel: 052-6227310, 052-6227311, E-mail: info@sidc.org.pk

10.3 Bid shall be quoted entirely in Pak. Rupees. The payment shall also be made in Pak. Rupees.

11.2 The bidder has the financial and technical capability mandatory to perform the Contract as follows: As per clause 2.1 of Instructions to the Bidders. The Bidder must comply with following Mandatory requirements and accordingly provide the documents along with bids:

- Income Tax & Sales Tax certificates and active status.
- Bidder must have minimum 5 years relevant experience.
- Bidder must be registered in SECP, if type of incorporation is Company.
- Undertaking on legal stamp paper that the Company is neither black listed by any firm or Govt. department and nor it has defaulted in executing work

- awarded by any firm or Govt. department
 - Proof of Financial stability (Annual Audited Accounts / Bank statement of last Financial Year, Minimum 20 million annual turnover, Income Tax return).
 - Any other document which the interested bidder may consider necessary for the work/bid.
- (a) Complete set of technical information, description data, literature and drawings as required in accordance with Schedule B to Bid, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed. No part/software to be manufactured/developed in India or Israel.

13.1 Amount of Bid Security

One (1) million rupees in favor of the Employer valid for a period up to twenty-eight (28) days beyond the bid validity date.

14.1 Period of Bid Validity

90 days from the last date of submission of Bid.

14.4 Number of Copies of the Bid to be submitted

- One original Bid Envelope (the envelope containing, separately envelopes, financial proposal and technical proposal).
- Two copies of Bid Envelope (each envelope containing, separately envelopes, copy of financial proposal and technical proposal).

14.6 (a) Employer's Address for the Purpose of Bid Submission

Project Director,
Sports Industries Development Centre (SIDC), 14-Km Motra, Adjacent Imam
Bukhari University, Sialkot Road Daska.
Tel: 052-6227310, 052-6227311

15.1 Deadline for Submission of Bids

12:30 P.M. on 26 / 03 / 2024

16.1 Venue, Time, and Date of Bid Opening

Venue: Sports Industries Development Centre (SIDC), 14-Km Motra, Adjacent
Imam Bukhari University, Sialkot Road Daska. Tel: 052-6227310, 052-
6227311

Time: 01:30 P.M.

Date: 26 / 03 / 2024

16.4 Responsiveness of Bids

- (i) The Bid is valid till required period,
- (ii) The Bid prices are firm during currency of contract (if it is a fixed price bid)
- (iii) Completion period offered is within specified limits,
- (iv) The Bidder/Manufacturer is eligible to Bid and possesses the requisite experience, capability and qualification.
- (v) The Bid does not deviate from basic technical requirements and
- (vi) The Bids are generally in order, etc.

16.9 Price Adjustment:

- (iii) Price Adjustment for Deviations in Terms of Payment

If a bid deviates from the terms of payment/payment conditions as specified in the Conditions of Contract and if such deviation is considered acceptable to the Employer, mark-up earned for any earlier payments involved in the terms outlined in the Bid as compared to those stipulated in the Conditions of Contract shall be calculated at the mark-up rate 8% per annum (insert rate) and shall be added to the Corrected Total Bid Price for comparison purposes only.

FORM OF BID AND SCHEDULES TO BID

FORM OF BID

(LETTER OF OFFER)

Bid Reference No. _____

(Name of Works)

To:

Gentlemen,

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Contract Data, Specifications, Drawings, if any, Schedule of Prices and Addenda Nos. _____ for the execution of the above-named Works, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such Works and remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Bid Price of Rs _____ (Rupees _____) or such other sum as may be ascertained in accordance with the said Documents.
2. We understand that all the Schedules attached hereto form part of this Bid.
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty eight (28) days beyond the period of validity of Bid.
4. We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____, 20

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)

(Seal)

Address

Witness:

(Signature) _____

Name: _____

Address: _____

SCHEDULES TO BID INCLUDE THE FOLLOWING:

- Schedule A to Bid: Schedule of Prices
- Schedule B to Bid: Specific Works Data
- Schedule C to Bid: Works to be Performed by Subcontractors
- Schedule D to Bid: Proposed Programme of Works
- Schedule E to Bid: Method of Performing Works
- Schedule F to Bid: Integrity Pact

SCHEDULE – A TO BID

SCHEDULE OF PRICES

<u>Sr. No.</u>		<u>Page No.</u>
1.	Preamble to Schedule of Prices	25
2.	Schedule of Prices	27
	Summary of Bid Prices	27

SCHEDULE - A TO BID

PREAMBLE TO SCHEDULE OF PRICES

1. General

- 1.1 The Schedule of Prices shall be read in conjunction with the Conditions of Contract, Contract Data together with the Specifications and Drawings, if any.
- 1.2 The Contract shall be for the whole of the Works or a complete Section as described in these Bidding Documents. Bids must be for the complete scope of works or a complete section.

2. Description

- 2.1 The general directions and descriptions of works and materials are not necessarily repeated nor summarized in the Schedule of Prices. References to the relevant sections of the Bidding Documents shall be made before entering prices against each item in the Schedule of Prices.

3. Units & Abbreviations

- 3.1 Units of measurement, symbols and abbreviations expressed in the Bidding Documents shall comply with the System International d'Unites (SI Units).

(Note: The abbreviations to be used in the Schedule of Prices to be defined by the Employer).

4. Rates and Prices

- 4.1 Except as otherwise expressly provided under the Conditions of Contract, the rates and amounts entered in the Schedule of Prices shall be the rates at which the Contractor shall be paid and shall be the full inclusive value of the works set forth or implied in the Contract; except for the amounts reimbursable, if any to the Contractor under the Contract.
- 4.2 Unless otherwise stipulated in the Contract Data, the rates and prices entered by the bidder shall not be subject to adjustment during the performance of the Contract.
- 4.3 All duties, taxes and other levies payable by the Contractor shall be included in the rates and prices.
- 4.4 The whole cost of complying with the provisions of the Contract shall

be included in the items provided in the Schedule of Prices, and where no items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related items of the Works and no separate payment will be made for those items.

The rates, prices and amounts shall be entered against each item in the Schedule of Prices. Any item against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates and prices for other items in the Schedule of Prices.

- 4.5 (a) The bidder shall be deemed to have obtained all information as to and all requirements related thereto which may affect the bid price.

*(b) The Contractor shall be responsible to make complete arrangements for the transportation of the Equipment's of Solar Energy System etc. to the Site wherever required.

*(Employer may modify as appropriate)

- 4.6 The Contractor shall provide for all parts of the Works to be completed in every respect. Notwithstanding that any details, accessories, etc. required for the complete installation and satisfactory operation of the Works, are not specifically mentioned in the Specifications, such details shall be considered as included in the Contract Price.

5. Bid Prices

5.1 Break-up of Bid Prices

The various elements of Bid Prices shall be quoted as detailed by the Employer in the format of Schedule of Prices.

The bidder shall recognize such elements of the costs which he expects to incur the performance of the Works and shall include all such costs in the rates and amounts entered in the Schedule of Prices in Pak rupees only.

5.2 Total Bid Price

The total of bid prices in the Schedule of Prices shall be entered in the Summary of Bid Prices in Pak rupees only.

6. Provisional Sums

- 6.1 Provisional Sums included and so designated in the Schedule of Prices if any, shall be expended in whole or in part at the direction and discretion of the Employer. The Contractor will only receive payment in respect of Provisional Sums if he has been instructed by the Employer to utilize such sums.

SCHEDULE - A TO BID**SCHEDULE OF PRICES – SUMMARY OF BID PRICES WITH INSTALLATION & COMMISSIONING**

Sr. #	Description	Specifications	Unit Price (Rs.)	QTY (No.)	Total Amount (Rs.) (Inclusive of all taxes)
1.	Solar Panels	<p>570±10 Wp Latest Monofacial N-type with positive power tolerance only.</p> <p>Module efficiency not less than 20%</p> <p>Fill factor >80%.</p> <p>As per IEC (International Electrochemical commission) standards 61215, 61730 with flash test reports.</p> <p>PID (Potential induce Degradation) free certificate for modules.</p> <p>Array configuration compatible with inverters and vice versa.</p> <p>Size of modules as per quoted size at STC (standard test conditions).</p> <p>Ingress Protected MC4 connectors and cables rated-IP67.</p> <p>- 0.35%/°C or better Power Thermal Coefficient.</p> <p>Dynamic and loading capacity shall be 2400 Pa or better.</p> <p>RF identification tag with each module inside or outside the laminate, must withstand thunder, hail and wind storms.</p>			
2.	Inverter (Smart meter with dongle, including all net metering system along with Grid)	<p>115 KW On-Grid.</p> <p>Maximum Supported solar capacity: 138KWp.</p> <p>MPPT inputs: More than 1.</p> <p>Output AC voltage: 400V, Three Phase.</p> <p>Total Inverter Size: As per PV array. PV to inverter ratio shall be set to optimum.</p> <p>Efficiency ≥ 98%.</p> <p>Total Harmonic Distortion: THD<3%.</p> <p>Standards compliance: UL 1741,</p>			

		IEC 62109-a/2, IEC 62116, IEC 61683 for safety, grid connectivity and parallel operation. Degree of protection: IP65 minimum Type-2 or better DC and AC SPDs. Built with data logger, communication interfaces protections and remote monitoring capability.			
3.	Mounting Structure	Ground mounted L3 structure. Material: G.I Drawing of Mounting Structure.			
		(Rail mounting – C channel Structure Material: Aluminum with S.S 304 nuts and bolts or Elevated Structure etc.) Wind speed resistance 150 Kmh. Foundation of mounting structure must be strong. Solar panels shall be installed at expected height of 25-30 feet. Drawing of Mounting Structure.			
4.	DC Cables	Pakistan Cable or equivalent (Copper). TUV certified with 1500V capacity range. Voltage loss<1%. Gauge should be according to site and String selection. Electrical work as per NEC standards.			
5.	Earthing Cables	2.5 mm ² S/C flexible CU/PVC/PVC 600/100V (Pakistan cable or equivalent)			
		16 mm ² S/C flexible CU/PVC/ /PVC 600/100V (Pakistan cable or equivalent)			
		35 mm ² S/C flexible CU/PVC/ /PVC 600/100V (Pakistan cable or equivalent)			
6.	AC Cables	Pakistan Cable or equivalent (Copper) Suitably rated to carry 3-phase power at the required AC voltages. Suitably sized to allow not more than 2% AC voltage drop.			

		Certified to meet required international quality standards			
7.	LV Panel	DC fuse 20 Amp			
		DC SPD, AC SPD			
		AC breaker 400 Amp-4p MCCB			
		AC & DC breaker panel			
8.	Earth Pit	DC and AC earth pit as per standard			
9.	Lightening arrestor	Lightening arrestor rod with cable and Earthing pit			
10.	Consumables	Lugs, UV resistant PVC pipes, G.I cables trays etc.			
11.	PV genset control module	Synchronization of solar system and generator 300 KVA(available on site)			
12.	Accessories, Installation, testing and commissioning	As per Standards			
13.	Civil Works for Installation, Commissioning	As per Standards			
14.	Net Metering (Including Dept. approval and connecting with Grid)	-			
15.	Monitoring System(Online and real time monitoring)	Energy generation (KWh) Power Production (kW) String-level monitoring Other standard features			

GRAND TOTAL BID AMOUNT (RS.) (Inclusive of all taxes applicable)	
Total Bid Amount/Price in Pak rupees only (In words).	
Total Bid Price (The amount to be entered in Paragraph 1 of the Form of Bid) (In words).	

Note: Price must be in Pak Rupees only.

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

Supply, Installation & Commissioning and testing of following Equipment for 230 KWp On-Grid Solar Energy System at Sports Industries Development Centre (SIDC), Sialkot site at 14-Km Motra, adjacent Imam Bukhari University, Sialkot Road, Daska.

Sr.#	Description	Specifications	Unit	Quantity
1.	Solar Panels	<p>570±10 Wp Latest Monofacial N-type with positive power tolerance only.</p> <p>Module efficiency not less than 20%</p> <p>Fill factor >80%.</p> <p>As per IEC (International Electrochemical commission) standards 61215, 61730 with flash test reports.</p> <p>PID (Potential induce Degradation) free certificate for modules.</p> <p>Array configuration compatible with inverters and vice versa.</p> <p>Size of modules as per quoted size at STC (standard test conditions).</p> <p>Ingress Protected MC4 connectors and cables rated-IP67.</p> <p>- 0.35%/°C or better Power Thermal Coefficient.</p> <p>Dynamic and loading capacity shall be 2400 Pa or better.</p> <p>RF identification tag with each module inside or outside the laminate, must withstand thunder, hail and wind storms.</p>	Nos.	418
2.	Inverter (Smart meter with dongle, including all net metering system along with Grid)	<p>115 KW On-Grid.</p> <p>Maximum Supported solar capacity: 138KWp.</p> <p>MPPT inputs: More than 1.</p> <p>Output AC voltage: 400V, Three Phase.</p> <p>Total Inverter Size: As per PV array.</p> <p>PV to inverter ratio shall be set to optimum.</p> <p>Efficiency ≥ 98%.</p> <p>Total Harmonic Distortion THD<3%.</p> <p>Standards compliance: UL 1741, IEC 62109-a/2, IEC 62116, IEC 61683 for safety, grid connectivity and parallel operation.</p>	Nos.	02

		Degree of protection: IP65 minimum Type-2 or better DC and AC SPDs. Built with data logger, communication interfaces protections and remote monitoring capability.		
3.	Mounting Structure	Ground mounted L3 structure. Material: G.I Drawing of Mounting Structure.	Wp	69,300
		(Rail mounting – C channel Structure Material: Aluminum with S.S 304 nuts and bolts or Elevated Structure etc.) Wind speed resistance 150 Kmh. Foundation of mounting structure must be strong. Solar panels shall be installed at a height of 25-30 feet. Drawing of Mounting Structure.	Wp	160,600
4.	DC Cables	Pakistan Cable or equivalent (Copper). TUV certified with 1500V capacity range. Voltage loss<1%. Gauge should be according to site and String selection. Electrical work as per NEC standards.	Lot	01
5.	Earthing Cables	2.5 mm ² S/C flexible CU/PVC/PVC 600/100V (Pakistan cable or equivalent)	Lot	01
		16 mm ² S/C flexible CU/PVC/ /PVC 600/100V (Pakistan cable or equivalent)	Lot	01
		35 mm ² S/C flexible CU/PVC/ /PVC 600/100V (Pakistan cable or equivalent)	Lot	01
6.	AC Cables	Pakistan Cable or equivalent (Copper) Suitably rated to carry 3-phase power at the required AC voltages. Suitably sized to allow not more than 2% AC voltage drop. Certified to meet required international quality standards	Lot	01
7.	LV Panel	DC fuse 20 Amp	Lot	01
		DC SPD, AC SPD	Lot	01

		AC breaker 400 Amp-4p MCCB	Lot	01
		AC & DC breaker panel	Lot	01
8.	Earth Pit	DC and AC earth pit as per standard	Lot	04
9.	Lightening arrestor	Lightening arrestor rod with cable and Earthing pit	Nos.	02
10.	Consumables	Lugs, UV resistant PVC pipes, G.I cables trays etc.	Lot	01
11.	PV genset control module	Synchronization of solar system and generator 300 KVA(available on site)	-	-
12.	Accessories, Installation, testing and commissioning	As per Standards		As per Requirement
13.	Civil Works for Installation, Commissioning	As per Standards		As per Requirement
14.	Net Metering (Including Dept. approval and connecting with Grid)	-	-	-
15.	Monitoring System (Online and real time monitoring)	Energy generation (KWh) Power Production (kW) String-level monitoring Other standard features	-	-

Details Regarding Scope of Work:

The Scope of works shall include Design, supply, Installation, Testing & Commissioning of Solar PV System of 230 KWp Capacity whose technical specifications are given below and following requirements define the scope of work of this tender.

- A.** All Necessary electrical wiring from distribution box up to PCU (Power Conditioning Unit) of Solar PV System and back from PCU to distribution box shall have to be done by the contractor including supply of all required materials.
- B.** After completion of the works, clearances of all temporary work/ materials shall be the sole responsibility of the contractor and this shall be removed immediately after the requirement of such temporary work is completed.
- C.** General aesthetics & cleanliness in regard to the installation of various systems shall have to be maintained in accordance with the aesthetics of the site.
- D.** Arrangement of proper Earthing mechanism and lightening arresters should be done at site as per the requirements of the system.
- E.** Warrantee and Defect Liability period will include rectification / replacement of all the

defective and consumable components/items. However, all the non-functional parts/ materials/ items replaced during the warrantee and defect liability period shall be the property of the contractor.

- F.** After commissioning of the system, the contractor will conduct on-site training of the purchaser's / user's personnel regarding assembly, start-up, operation, maintenance and repairs of the system.
- G.** During Defect Liability Period, the contractor will have to make all necessary arrangements including training of the employer manpower at site for satisfactory operation, maintenance and performance of system.
- H.** Rectification of all the defects developed in the system during warrantee and Defect Liability Period shall have to be done by the contractor promptly, at the most within seven (7) days from the date of receipt of complaint.
- I.** During Defect Liability Period, the contractor shall have to submit annual performance & functionality report based on the collected data. The Employer will share the data with the contractor in this regard.
- J.** During the warrantee and Defect Liability Period, the Employer will have all the rights to cross check the performance of the system. The Employer may randomly pick up its components to get them tested at accredited labs or any government approved test center. If during such tests any part is not found as per the specified technical parameters, the Employer will take the necessary action to recover the losses and to black list the firm and the same may be communicated to Alternative Energy Development Board (AEDB) and other nodal agencies. The decision of the Employer in this regard will be final and binding on the contractor.
- K.** Contractor must be approved by AEDB.
- L.** The Employer will provide space to the contractor for the storage of equipment/parts during the installation phase till handing over of the project.

Documents Required

- Site Layout must be provided by contractor.
- Electrical Single line diagram must be provided by contractor.
- The detailed diagram of wiring and connection with tags must be provided by contractor.
- Switch-Gear TDS.
- Mounting Structure Drawing must be provided by contractor.
- Earthing Specifications must be provided by contractor.
- Operation and maintenance Manual upon completion must be provided by contractor.

Manufacturer Warranties:

The warrantee period starts upon acceptance of the system and covers the following:

- Warranty for PV module against manufacturing defects – 10 years
- Standard performance warranty for PV modules – 25 years
- Workmanship including locally supplied parts (except frames) – 5 years
- Mounting frames and associated parts – 10 years
- Grid tied inverters – 10 years (minimum)

Operation manual:

An Operation, Instruction and Maintenance Manual, in **English** shall be provided with the solar PV system. The detailed diagram(s) of wiring and connection diagrams shall also be provided with the manual.

Note:

- a) Lot quantity considered as per requirement of installation & commissioning of Solar System.
- b) Civil work which ever required for installation & commissioning is responsibility of contractor.
- c) The bidder may visit the site of work for assessment

SCHEDULE – C TO BID

WORKS TO BE PERFORMED BY SUBCONTRACTORS

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

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

Note:

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

SCHEDULE – D TO BID

PROPOSED PROGRAMME OF WORKS

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

SCHEDULE – E TO BID

METHOD OF PERFORMING WORKS

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

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

SCHEDULE – F TO BID

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

CONDITIONS OF CONTRACT

TABLE OF CONTENTS

CONDITIONS OF CONTRACT

<i>Clause No.</i>	<i>Description</i>	<i>Page No.</i>
1.	General Provisions	40
2.	The Employer	42
3.	Employer's Representatives	42
4.	The Contractor	42
5.	Design by Contractor	43
6.	Employer's Risks	44
7.	Time for Completion	44
8.	Taking Over	45
9.	Remedying Defects	45
10.	Variations And Claims	46
11.	Contract Price And Payment	47
12.	Default	47
13.	Risks And Responsibilities	48
14.	Insurance	49
15.	Resolution of Disputes	50
16.	Integrity Pact	50

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

The Contract

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

Persons

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

Dates, Times and Periods

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

Money and Payments

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

Other Definitions

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

1.2 Interpretation

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

1.3 Priority of Documents

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

1.4 Law

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

1.5 Communications

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

1.6 Statutory Obligations

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

2. THE EMPLOYER

2.1 Provision of Site

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

2.2 Permits etc.

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

2.3 Employer's Instructions

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

2.4 Approvals

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

3. EMPLOYER'S REPRESENTATIVES

3.1 Authorized Person

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

3.2 Employer's Representative

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

4. THE CONTRACTOR

4.1 General Obligations

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

4.2 Contractor's Representative

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

4.3 Subcontracting

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

4.4 Performance Security

The Contractor shall furnish to the Employer within fourteen (14) days after receipt of Letter of Acceptance a Performance Security at the option of the bidder, in the form of Bank Draft, CDR or Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Employer for the amount and validity specified in Contract Data.

5. DESIGN BY CONTRACTOR

5.1 Contractor's Design

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

5.2 Responsibility for Design

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

Specifications and Drawings.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks

The Employer's Risks are:-

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

7. TIME FOR COMPLETION

7.1 Execution of the Works

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

7.2 Programme

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

7.3 Extension of Time

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

7.4 Late Completion

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

8. TAKING-OVER

8.1 Completion

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

8.2 Taking-Over Notice

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

9. REMEDYING DEFECTS

9.1 Remedying Defects

The Contractor shall for a period stated in the Contract Data from the date of issue of the Certificate of Completion carry out, at no cost to the Employer, repair and rectification work which is necessitated by the earlier execution of poor quality of work or use of below specifications material in the execution of Works and which is so identified by the Employer in writing within the said period. Upon expiry of

the said period, and subject to the Contractor's faithfully performing his aforesaid obligations, the Employer shall issue a Maintenance Certificate whereupon all obligations of the Contractor under this Contract shall come to an end.

Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost. However, the cost of remedying defects not attributable to the Contractor shall be valued as a Variation.

9.2 Uncovering and Testing

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

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

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

10.2 Valuation of Variations

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or failing which
- d) at appropriate new rates, as may be agreed or which the Employer considers appropriate, or
- e) if the Employer so instructs, at day work rates set out in the Contract Data for which the Contractor shall keep records of hours of labour and Contractor's Equipment, and of Materials, used.

10.3 Early Warning

The Contractor shall notify the Employer in writing as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a

claim for additional payment.

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

10.4. Valuation of Claims

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

10.5 Variation and Claim Procedure

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

11. CONTRACT PRICE AND PAYMENT

11.1 (a) Terms of Payments

As per contract data.

(b) Valuation of the Works

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

11.2 Currency

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

12. DEFAULT

12.1 Default by Contractor

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

If the Contractor has not taken all practicable steps to remedy the default within fourteen (14) days after receipt of the Employer's notice, the Employer may by a second notice given within a further twenty one (21) days, terminate the Contract.

The Contractor shall then demobilize from the Site leaving behind any Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Default by Employer

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

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

12.3 Insolvency

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

12.4 Payment upon Termination

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

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

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

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

Subject to Sub-Clause 9.1, the Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's issuance of Certificate of Completion under Sub-Clause 8.2. Responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the Employer's Risks, the Contractor shall indemnify the Employer, or his agents against all claims loss, damage and expense arising out of the Works.

13.2 Force Majeure

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

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

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

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

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

14. INSURANCE

14.1 Arrangements

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

14.2 Default

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

recover the same plus a sum in percentage given in Contractor Data from any other amounts due to the Contractor.

15. RESOLUTION OF DISPUTES

15.1 Employer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Project Director SIDC. Such reference shall state that it is made pursuant to this Clause. No later than the twenty-eight (28) days after the day on which he received such reference, the Project Director SIDC shall give notice of his decision to the Employer and the Contractor.

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

15.2 Notice of Dissatisfaction

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

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled. CEO, SMEDA will be the Arbitrator of any dispute. Any hearing shall be held at the place specified in the Contract Data and in the language referred to in Sub-Clause 1.5.

16 INTEGRITY PACT

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

(a) recover from the Contractor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;

(b) terminate the Contract; and

- (c) recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

CONTRACT DATA

Sub-Clauses of

Conditions of Contract

1.1.3 Employer's Drawings, if any
Manuals and drawings wherever required by the Employer shall be prepared and proved by the Contractor.

1.1.4 **The Employer** means
Sports Industries Development Centre (SIDC), Sialkot.
A PSDC project of MoIP under execution of SMEDA through Project Director (SIDC).

1.1.5 **The Contractor** means

1.1.7 **Commencement Date** means the date of issue of Acceptance letter by the Employer.

1.1.9 **Time for Completion:** 120 days from Commencement date.

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

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

2.1 **Provision of Site:** On the Commencement Date

3.1 **Authorized person:** _____

3.2 **Name and address of Employer's representative** _

Project Director, Sports Industries Development Centre (SIDC), 14-Km Motra, Adjacent to Imam Bukhari University, Sialkot Road Daska. Tel: 052-6227310, 052-6227311, E-mail: info@sidc.org.pk

4.4 **Performance Security:**

Amount: 10% of amount mentioned in letter of acceptance

Validity: 12 months from the issuance of completion certificate as per clause 8.2 of Conditions of Contract. Cost of any expenditure / defect correction, if remain unpaid by the supplier shall be adjusted in the performance guarantee.

(Form: As provided under Standard Forms of these Documents)

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

Specification Clause No's _____

7.2 Programme:

Time for submission: Within (07) days of the Commencement Date.

Form of programme: (Bar Chart/CPM/PERT or other)

7.4 Amount payable due to failure to complete shall be 0.10% per day up to a maximum of (10%) of sum stated in the Letter of Acceptance

9.1 Period for remedying defects

12 Months from the issuance of Certificate of Completion as per clause 8.2 of the Conditions of Contract.

10.2 (e) Variation procedure:

As per rate accepted by the Employer

11.1 (a) Terms of Payments:

Payment of Contract Price shall be made in the following manners:

Payments shall be released by the Employer to the Contractor, at Employer's choice, either full or part payments in the form of Cheque/(s) or Pay-order/(s) or opening of the LC in favor of Contractor, etc. If Letter of Credit is opened in favor of contractor all cost (commission, bank charges, etc.) of L/C shall be borne by the contractor. All payments will be released upon employer certificates.

Contractor shall be responsible to complete Works at Site (Sialkot- Pakistan) with payment including all taxes, duties, charges freights etc.

Advance up to 30% of contract value can be availed by a successful bidder/firm against Bank Guarantee issued by a schedule Bank in Pakistan in favor of the employer. Advance payment adjustable in payments.

Payments for Supply, Installation & Commissioning and Testing of Equipment for 230 KWp On-Grid Solar Energy System:

- 50% of contract value after supply of Equipment at SIDC site upon submission of following documents:
 - Bills (3 originals)
 - Sales Tax Invoice
 - Goods Receiving Certificate
 - Inspection Certificate.
- 45% of contract value for Equipment on issuance of completion certificate by employer of successful installation, commissioning, and testing complying with relevant standards (where applicable).
- 05% of contract value on connectivity of Grid system.

NOTE:-

Part supply/work and part payments may be allowed by the Employer.

11.1 (b) Valuation of the Works:

- i) Lump sum price as per Schedule of Prices, or
- ii) Lump sum price with schedules of rates, or
- iii) Lump sum price with bill of quantities (details), or

11.2 Currency of payment:

Pak. Rupees only

12.1 Arbitration

Arbitrator: CEO, SMEDA will be Arbitrator for any kind of disputes arises between Employer and Contractor.

Place of Arbitration: SMEDA Head Office, Lahore

12.2 Legal Proceedings

Legal proceedings for any kind of disputes if arises between Employer and Contractor will be filed in Sialkot's courts.

12.3 Works to Continue

Performance of the Contract shall continue during arbitration proceedings / court proceeding unless court shall order suspension.

STANDARD FORMS

(Note: Standard Forms provided in this document for securities are to be issued by a bank. In case the bidder chooses to issue a bond for accompanying his bid or performance of contract or receipt of advance, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities).

FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

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

Name of Principal (Bidder) with
address: _____

Penal Sum of Security (express in words and
figures): _____

Bid Reference No. _____ Date of Bid _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid numbered and dated as above for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) that the Bid Security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 16.4 (b) of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Sub-Clause IB-21.1 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses IB-20.2 & 20.3 of Instructions to Bidders,

the entire sum be paid immediately to the said Employer for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Employer the said sum stated above upon first written demand of the Employer without cavil or argument and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

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

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with

address: _____

Name of Principal (Contractor) with

address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated _____

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

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

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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

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

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

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

Witness:

1. _____

Corporate Secretary (Seal)

2. _____

(Name, Title & Address)

Guarantor (Bank)

1. Signature _____

2. Name _____

3. Title _____

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the _____ day of _____ 200 _____ between _____ (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

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

NOW this Agreement witnesseth as follows:

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

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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

SPECIFICATIONS

As mentioned on page # 30 – 34 in Specific Work Data.