BOARD OF INTERMEDIATE & SECONDARY EDUCATION, FAISALABAD.

Tender Notice No.214-SS **Dated: 24-07-2026**

INVITATION TO BID FOR HIRING OF A FIRM / COMPANY / CONTRACTOR FOR THE "SOLARIZATION (200 KW-GRID TIED SYSTEM WITH NET METERING ON TURN KEY BASIS OF B.I.S.E. FAISALABAD)"

Board of intermediate and Secondary Education, Faisalabad invites bids under single stage two envelopes as whole bidding procedure from well-reputed, experienced and tax registered firms/companies/Contractor and registered on Punjab E-Procurement System (eP) against the below-mentioned supplies. The interested firms/companies/Contractor can obtain the bidding document containing all details with its Evaluation Criteria and terms & conditions from E-tendering portal (**https://ep.punjab.gov.pk)** and PPRA website (www.ppra.punjab.gov.pk).

Sr.#	Description	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost
1	SOLARIZATION (200 KW-GRID TIED SYSTEM WITH NET METERING ON TURN KEY BASIS) OF B.I.S.E. FAISALABAD"	90 Days (Extendable for Specific period Subject to terms & Conditions)	**22-08-2026 by or before 11:00 A.M**	**22-08-2026 on 11:30 A.M**	**PKR.30,000,000/-**

For further details, bidding documents and terms of reference, please visit:

- bisefsd.edu.pk
- https://ep.punjab.gov.pk
- PPRA website ppra.punjab.gov.pk

Important Information:

- Pre-Bid meeting will be conducted on **08-08-2026** at 11:30 A.M Sharp in the Conference Room, B.I.S.E. Faisalabad. All interested Applicants (requiring clarification/explanation) are welcomed to participate with their written submissions. Written queries (if any) related to Tender Documents from Prospective Applicants must be received (two) 02-days prior to the Pre-Bid meeting through the Mentioned E-mail Address: storebisefsd@gmail.com.
- Bids submitted only through E-Tender Portal **Punjab E-Procurement System (eP)** shall be accepted while submission by any other means and late Submission would be rejected.
- A Complete set of Tender Document/s (In English) may be downloaded (immediately after the publication of this advertisement) by the interested applicants from E-Tender Portal Punjab **E-Procurement System (eP).**
- The Bids will be opened in the presence of the Bidders' representatives who may choose to be present at the address below on the date and time mentioned above as per the rules amended till date.
- In case of official holiday on the day of submission, next day will be treated as closing date (time of closing and opening of bid will remain the same).
- The URL of the website of the PPRA is (http://ep.punjab.gov.pk/ViewTender.aspx) and response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.
- Bid Security @5% of the (total estimated cost) amounting to Rs.1,500,000/- in the name of Secretary B.I.S.E, Faisalabad must be submitted / transferred online as per the procedure established in '**Punjab E-Procurement System**' in collaboration with Bank of Punjab.
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.
- For electronics bids submission, bidders are requested to register at https://ep.punjab.gov.pk. For any queries regarding registration on **Punjab E-Procurement System,** please contact at: 1248.

SECRETARY

BOARD OF INTERMEDIATE & SECONDARY EDUCATION, FAISALABAD.
(PH.# 041-9330344, 041-2517723)

TENDER DOCUMENTS

FOR

SELECTION OF FIRMS/COMPANIES/CONTRACTORS FOR "SOLARIZATION (200 KW-GRID TIED SYSTEM WITH NET METERING ON TURN KEY BASIS PROJECT) OF B.I.S.E. FAISALABAD"



BOARD OF INTERMEDIATE & SECONDARY EDUCATION, FAISALABAD.

(PH# 041-9330344, 041-2517723)|Website:bisefsd.edu.pk

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Section-I: Invitation to Bids
1.1 INVITATION TO BIDDERS

BOARD OF INTERMEDIATE & SECONDARY EDUCATION, FAISALABAD.

INVITATION TO BID FOR HIRING OF A FIRM / COMPANY / CONTRACTOR FOR THE "SOLARIZATION (200 KW-GRID TIED SYSTEM WITH NET METERING ON TURN KEY BASIS) OF B.I.S.E. FAISALABAD"

Board of intermediate and Secondary Education, Faisalabad invites bids under single stage two envelopes as whole bidding procedure from well-reputed, experienced and tax registered firms/companies/Contractor against the below-mentioned supplies. The interested firms/companies/Contractor can obtain the bidding document containing all details with its Evaluation Criteria and terms & conditions from E-tendering portal (https://ep.punjab.gov.pk) and PPRA website (www.ppra.punjab.gov.pk).

Sr.#	Description	Total Tenure of Contract Including Green Meter	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost
1	SOLARIZATION (200 KW-GRID TIED SYSTEM WITH NET METERING ON TURN KEY BASIS) OF B.I.S.E. FAISALABAD"	90 Days (Extendable for Specific period Subject to terms & Conditions)	**22-08-2026 by or before 11:00 A.M**	**22-08-2026 on 11:30 A.M**	**PKR.30,000,000/-**

For further details, bidding documents and terms of reference, please visit:

- bisefsd.edu.pk
- https://ep.punjab.gov.pk
- PPRA website ppra.punjab.gov.pk

Important Information:

- Pre-Bid meeting will be conducted on **08-08-2026** at 11:30 A.M Sharp in the Conference Room, B.I.S.E. Faisalabad. All interested Applicants (requiring clarification/explanation) are welcomed to participate with their written submissions. Written queries (if any) related to Tender Documents from Prospective Applicants must be received (two) 02-days prior to the Pre-Bid meeting through the Mentioned E-mail Address: storebisefsd@gmail.com.
- Bids submitted only through E-Tender Portal **Punjab E-Procurement System (eP)** shall be accepted while submission by any other means and late Submission would be rejected.
- A Complete set of Tender Document/s (In English) may be downloaded (immediately after the publication of this advertisement) by the interested applicants from E-Tender Portal **Punjab E-Procurement System (eP)**.
- The Bids will be opened in the presence of the Bidders' representatives who may choose to be present at the address below on the date and time mentioned above as per the rules amended till date.
- In case of official holiday on the day of submission, next day will be treated as closing date (time of closing and opening of bid will remain the same).
- The URL of the website of the PPRA is (http://ep.punjab.gov.pk/ViewTender.aspx) and response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.
- Bid Security @5% of the (total estimated cost) amounting to Rs.1,500,000/- in the name of Secretary B.I.S.E, Faisalabad must be submitted / transferred online as per the procedure established in '**Punjab E-Procurement System**' in collaboration with Bank of Punjab.
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.
- For electronics bids submission, bidders are requested to register at **https://ep.punjab.gov.pk.** For any queries regarding registration on Punjab E-Procurement System, please contact at: 1248.

SECRETARY

BOARD OF INTERMEDIATE & SECONDARY EDUCATION, FAISALABAD.
(PH.# 041-9330344, 041-2517723)

Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009/PPRA Rules-2014, the later shall prevail.

2.1. Introduction

2.1.1 Scope of Bid

B.I.S.E. Faisalabad invites bids under single stage two envelopes bidding procedure from well-reputed, experienced and tax registered Contractor firms/companies against the below-mentioned supplies.

Design, Supply, Installation, Testing & Commissioning along with Five (05) years Operation & Maintenance for the project "SOLARIZATION OF BISE FAISALABAD 200 KW SOLAR SYSTEM GRID TIED WITH NET METERING ON TURN KEY BASIS.".

Sr.#	Description	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost
1	SOLARIZATION (200 KW-GRID TIED SYSTEM WITH NET METERING ON TURN KEY BASIS) OF B.I.S.E. FAISALABAD"	90 Days (Extendable for Specific period Subject to terms & Conditions)	**22-08-2026 by or before 11:00 A.M**	**22-08-2026 on 11:30 A.M**	**PKR30,000,000/-**

Note: Fixed Bid security is mentioned which should be submitted (as per policy devised by e.P) in favor of Secretary, BISE FAISALABAD before submission deadline.

The Bidders are required to submit the Technical and Financial Bid separately on *https://ep.punjab.gov.pk* ***, as mentioned in BDS and/or as follows:***

It is mandatory for the bidders to submit the bid on ***(Punjab E-Procurement System (eP)*** *System as well before the Submission Deadline. Bids received physically will be rejected.*

Bids will be rejected if Bid security not received (as per policy devised by e.P) before the submission deadline*.*
Detailed BOQ is mentioned in respective section.
The Bidders are required to submit the Technical and Financial Bid separately.
The Bid Security shall be enclosed in the Technical Bid of proposal and upload on ***(Punjab E-Procurement System (eP)****.*

The Bids shall be received as per single stage two envelope procedures (SSTE).

Pre-bid meeting will be held on 08-08-2026 at 11:30 AM @ Conference Room, BISE Faisalabad. **Bidders must quote for complete scope of work, pursuant to Clause 2.1 above. Any Bid covering partial scope of work will be rejected as non-responsive.**

2.1.2 Source of Funds

The above scope of work is funded by BISE Faisalabad.

2.1.3 Eligible Bidders

Bidding is open to all interested Contractor firms meeting the following requirements:
Eligibility of Bidders will be determined as per following:
Only Eligible bidders will be evaluated further.

1. AEDB registration C-3 or above category
2. SECP/Registrar of Firms(AOP),
3. PRA,
4. Income Tax Department / NTN / Sales Tax Number
5. Pakistan Engineering Council (PEC) Registration in C4 or above Category with relevant codes e.g. (EE04, EE06, EE11)
6. Undertaking that the Company / Firm/by individual members is/are not blacklisted by Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. Affidavit on stamp paper shall be provided.
7. Valid evidence showing Firm has never been litigated, will allow to participate in the bidding process. Affidavit on stamp paper shall be provided.
8. Audited Financial Statements of last three years shall be provided. Annual average turnover shall be more than 50 Million PKR
9. Must provide details and evidence of 02 Nos. relevant experience (similar scope, either in public or private sector) during last three years for projects having capacity of greater than 200kWp each.

The Eligible Bidders will be evaluated further as per following mandatory evaluation criteria:

a) Mandatory Criteria:

Please refer to Section IV BID DATASHEET (F. Bid Evaluation Criteria) clause 24 (ITB 2.5.8) for Mandatory and marking criteria.

Financial Bids of Not-Qualified bidders shall remain un-opened.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the Bid Data Sheet.

ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. Cost of Bidding

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

a. Invitation for bids
b. Instructions to bidders
c. Technical specifications/scope of work/technical compliance sheet
d. Bid datasheet
e. Preamble to conditions of contract
f. General conditions of contract
g. Particular/special conditions of contract
h. Schedule of requirements (schedule A to H)
i. Sample forms
j. Checklist

Bid Forms include

k. bid form
l. Bidder profile form
m. General information form
n. Affidavit
o. Bid security form
p. Technical bid form
q. Contract form
r. Financial bid form / price schedule
s. Performance guarantee form

The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1(i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS.**

iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above.** However, this clause shall not apply in case of alternate methods of Procurement.

iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency within 2 days, if received any, and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3.**

vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents and by uploading same on the website of the procuring agency. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.

ii) Prices indicated on the Price Schedule shall be item wise/ package wise

iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

i) Prices shall be quoted as specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

i) Pursuant to ITB Clause 2.1.3, 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.

ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:

(a) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.

iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
   (a) a detailed description of the essential technical and performance characteristics of the goods;
   (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
   (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.

v) Where a sample(s) is required by a procuring agency, the sample shall be:
   (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
   (b) carriage paid;
   (c) received on, or before, the closing time and date for the submission of bids; and
   (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

   {However, the procuring agency may also opt to ask for samples after submission of technical bids (where require)}

vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
   (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
   (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.

vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.

viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.

ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

x) **Pursuant to** the requirements as indicated in ITB 2.3.6**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.**

xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.

xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7.
Bid Security

i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) Bank Guarantee, Bank call-deposit *(as per policy devised by e.P),* valid for 120Days, beyond the validity of Bid.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible after the award of the contract to the successful bidder and the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"***38(2)(a)(vii)*** *the financial proposal of the Bids found technically non-responsive shall be retained unopened.*

The Procuring Agency may return the financial bid security earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b. In the case of a successful Bidder, if the Bidder:

i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**

ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by Email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

i) The Bidder shall prepare and submit bid for complete scope of work. The bidder will submit the complete bid online through Punjab E-Procurement System (eP), no hard copy will be accepted.

ii) The Bidder shall authorize a person/persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.

iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.

iv) This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.

v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Uploading/ Sealing and marking of Bids

i) As per Rule 24, the Bidder upload the Bids (Technical / Financial) in separate section present on Punjab E-Procurement System (ep) in Bid Submission.

a. Participating firms will download the Standard Bidding Document (SBD) from the PPRA Punjab Portal (Punjab E-Procurement System (ep) and manually complete the Technical and Financial
Proposals. The documents must be filled out by hand, Stamped, and signed.

b. After completing the required information, the firm will Submit the Technical and Financial Bids as PDFs (maximum size 200MB) on the Punjab E-Procurement System (eP) portal.

2.4.2 Deadline for Submission of Bids

i) Bids must be received by the Procuring Agency at the through portal, no later than the time and date specified in the Bid Data Sheet. Bids received through courier services or email shall not be entertained.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.4.3. Late Bids

i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected.

ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids without (Punjab E-Procurement System (eP) submission.

2.4.4. Modification and Withdrawal of Bids

i) No Bid may not be modified after the submission of Bids on (Punjab E-Procurement System (eP) portal.

ii) Bidder must conduct the delf diligence before final submission as submitted bid will not be modified after final uploading

iii) A Bidder may withdraw its Bid after it has been submitted, provided that Punjab E-Procurement System (eP) portal allows the withdrawal in systems.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

i) Submitted bids will be opened on Punjab E-Procurement System (eP) website at due time as per PPRA rules amended till date of issuance.

ii) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance.

iii) Second, the bids will be opened on Punjab E-Procurement System (eP) portal in the presence of procurement committee as well as willing bidders.

iv) Being Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened on Punjab E-Procurement System (eP) until the announced "time" and/or evaluation process, and the security will be held in custody of the Procuring Agency until the specified time of their opening.

v) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

vi) No Bid will be rejected at the time of Bid opening except for pre-notified**.**

vii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.

viii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on Punjab E-Procurement System (eP) and/or shared to all bidders through e-mail.

[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]

2.5.2. Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

i) Will be up added on website or on e-portal as per PPRA rules amended till date.

ii) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

iii) The request for clarification and the response shall be in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6 and PEC rules.

iv) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a) Evaluation & qualification criteria;
b) Required scope of work or specifications;
c) All securities requirements;
d) Tax requirements;
e) Terms and conditions of bidding documents.
f) Change in the ranking of the Bidder

v) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing in electronic form (email or portal) that provide record of the content of communication.

2.5.4. Preliminary Examination

i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

ii) Arithmetical errors will be rectified on the following basis.

a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the final price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited as per PEC rules.

b. If there is a discrepancy between words and figures, the lowest amount will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) &mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

iv) If a Bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;

b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;

c) Has been properly signed / stamped.
d) Is accompanied by the required securities; and
e) Is responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS,** have been met without material deviation or reservation.

iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance**,** it shall reject the Bid.

2.5.6. Correction of Errors

i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

2.5.7. Conversion to Single Currency

i) Being NCB only Bids in PKR will be accepted.

2.5.8. Post-Qualification & Evaluation of Bids

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/Financial BidForm8.10to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc.

2.5.9. Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

i) As per Rule-67 of PPR-14 amended till date Bidder may submit the GRC request to PPRA, after that procuring agency may constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).

v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter and by email to be confirmed in writing by registered letter, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Purchase Order

i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.

ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14,the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).

2.6.6. Procuring Agency's Right to Accept or Reject All Bids

i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.

ii) The Bidders shall be promptly informed about the rejection of the Bids, if any

iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals but shall not be required to justify those grounds.

2.6.7. Re-Bidding

i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

ii) Bidder must verify and supplement by his own investigations the information about site and local conditions. The bidders are advised to visit and examine the site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense. However, Employer will assist the Bidder wherever practicable and possible.

iii) The Bidder shall sign and stamp the Integrity Pact provided at Schedule-H to Bid in the Bidding Document for Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bid non-responsive.

2.6.8. Corrupt or Fraudulent Practices

i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process."

ii) Blacklisting & Debarment:

Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:
As per S-17A of PPRA, Act, 2009:

"*17A. Blacklisting*:– *(1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The authority may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*
As per rule 21 of PPR-14:

***21. Blacklisting**.–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The authority may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14 amended till date:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*

4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*

5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*

6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*

7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*

8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*

9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*

10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority and PPRA with the request to upload the information on its website.*

11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*

12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*

13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*

14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairman shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.

15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.

16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.

17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity and volume of the goods to be considered in mind *[Framework Contract Modality]*

i) While quoting the rate in a framework contract, the Bidder must consider the following facts:

a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
b. The Bidder have to maintain the rates of the goods for the whole financial year.
c. The Bidder should quote the rate as per Price Schedule/Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

Section-III. Technical Specifications

3.1. Scope of Work

1. Design, Supply, Installation, Testing & Commissioning along with (05) years Operation & Maintenance for the project:

"SOLARIZATION (200 KW-GRID TIED SYSTEM WITH NET METERING ON TURN KEY BASIS) OF B.I.S.E. FAISALABAD with O&M (05 years)"

Sr. No.	City	Proposed System Capacity (kW)
1	Faisalabad	200

2. Bidder must verify and supplement by his own investigations the information about site and local conditions. The bidders are advised to visit and examine the site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. All cost in this respect shall be at the bidder's own expense. However, Employer will assist the Bidder wherever practicable and possible.
3. The Bidder shall sign and stamp the Integrity Pact provided at Form 8.12 to Bid in the Bidding Document for Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bid non-responsive

Scope of Work for Solarization: **includes but is not limited to the following:**

- The scope of services includes PV modules, on-grid inverters, junction boxes, AC, DC distribution boards and cables, DC/AC earthing, lightening arrestors with complete scope, net metering, communication interface, remote monitoring, security and surveillance, electrical up-gradation where required and any other equipment necessary for safe and efficient operation of the system. The scope of services also includes inter-connection of installed PV system with the national grid, and synchronization with existing generator sets.
- The successful bidder must submit shop drawing with layout out plan and Single Line Drawing (SLD), design calculation for PV mounting structure L1 for approval from the Engineer before the commencement of the work. As built drawing should be provided by the contractor after the completion of work.
- The successful bidder must install Gen-set Synchronized Compatible Inverters.
- The civil works for the installation of the complete system is included in the scope of the successful bidder.

- The scope of services includes Operation and Maintenance (O & M) of the Solar Power Generation System for the period of five (05) years as well as training for the designated officials of B.I.S.E Faisalabad. The successful bidder must provide a (02) complete electrical tool kits at the site for O&M purposes.
- Prior to installation, 05 PV Panels randomly selected supplied by the successful bidder will be tested by the Centre for Energy Research and Development (CERAD) at University of Engineering and Technology (UET) Kala Shah Kaku Campus. The arrangements for inspection/test & expenditures in this will be paid by the successful bidder.
- The equipment offered should conform in all respects to high standards of engineering, design and workmanship and be capable of performing in commercial operation.
- The supply includes essential spares necessary for operation, routine maintenance and testing of equipment supplied for the agreed time period.
- Any and all fittings and accessories that may not have been mentioned specifically in the specifications but are necessary for the solar PV plant, should be deemed to be included in the specifications and shall be supplied and furnished by the successful bidder without incurring any extra charges.
- The successful bidder must comply with guidelines provided by the concerned management.
- The successful Bidder shall ensure that all work necessary for the safe and efficient working of the system is in compliance with BS OHSAS standards. He/she must provide a First Aid Kit at Site.
- The Employer with the help Consultant shall verify equipment, and detailed drawings and ensure that all technical specifications are complied with. It reserves its right to reject any work or material, which in its judgment is not in full accordance therewith. The Employer can further ask the successful bidder to provide samples at any stage for clarification and for lab testing.
- The successful bidder must install a zero export device during the net-metering process. The net-metering process includes all charges/fees, approvals, sanction load up-gradation (if required), bi-directional meter, related equipment and inspection.
- The successful bidder must provide a 4-core AC wire from Meter to Inverter Distribution Box (DB) if required.

Solar PV system should consist of the following equipment:

The proposed Solar Based Power Generation System should comply with the minimum solar capacity requirement as provided in solar potential column.

i. The accumulative capacity of efficient grid tie inverters should be **equal or greater the solar PV capacity** and array combination. It shall depend on the contractor whether to offer single or a combination of multiple inverters.

ii. Mounting Structures

iii. Cables (AC/DC) and Hardware

iv. Civil/ Mechanical Works

v. Miscellaneous Item

   a. Earthing kit / Protection devices

   b. Lightning Arrestors

   c. PVC Pipes and Accessories

   d. Tool Kit, etc.

vi. It is recommended that the bidder must visit the site before the preparation of the technical bid.

vii. Also see the detailed minimum specifications provided.

Technical Specifications

1- Photovoltaic Modules

Parameters	Min. Specifications required
Module Make	Canadian, Longi, Jinko
PV Module Capacity	610 Watt or above (as per design)
PV Module Type	Mono/Perc (Half cut or Bypass diode technology)
Cell Quality	A Grade
Power tolerance	+ve %
Module Efficiency	>20%
Module	-10^{o} C to 85^{o} C
TemperaturePower	-0.36% /^{o} C
Temp Coeff	-0.28% /^{o} C1500V
Voltage Temp Coeff	IEC

Maximum SystemVoltage	
Certification	TUV certified as per IEC 61215, IEC 61730 or equivalent, PSI, COC, Flash test Report and import documents with Panels SerialNumbers Modules should be free of PID and must include PID free certificate from TUV.
Junction Box	IP 67 and above with 1000 V (IEC) insulation class or above (must comply safety standards concerning to system i.e., connecting wire insulation class etc.
Cable	1000 V (IEC) insulation class or applicable
Warranty	Total Warranty 25% with following breakup:10 years product replacement warranty 10years for 90% of warranted min. power 05years for 80% of warranted min. power

2. Solar Grid-tie inverters and control

Overall system must have reverse power blocking feature at power junction point i.e., Grid, Gen-Set coupling point, that can be controlled/ configured.

Gen-Set Synchronization, stability and overload/underload protection must be kept in view whileinstallation.

Parameters	Min. Specifications required
Inverter Make (Grid-tied)	SMA, Huawei, Goodwe Must be compatible with the controllers of the existing gen-sets
Operating Conditions	String Type preferred

Parameters	**Min. Specifications required**
	IP 65 or more, Having must Anti Islanding feature Minimum efficiency of 98.0 % DC input voltage of up to 1500V (IEC compliance) or asper design Multistring capability for optimum system designMultiple MPP ranges Data logging Remote access for data monitoring
Performance guarantee	5 years Replacement
Certification	Equaling or applicable standards such as IEC 62109-1/-2,IEC 62116, IEC 61727,

3. Cabling

Cable Make: Pakistan Cables, Pioneer Cables, Newage, Fast, Tech Cables

1. All exposed wiring (with the possible exception of the module interconnects) must be covered in conduits/duct. Perforated GI Duct should be minimum 18 Gauge. Wiring through roofing, walls and other structures must be protected through the use of bushings. Wiring through roofing must form a waterproof seal (applicable for wiring only).

2. Field installed wiring must be joined using terminal strips or screw connectors. Soldering or crimping in the field must be avoided if at all possible. Wire nuts are not allowed. The rated current carrying capacity of the joint must not be less than the circuit current rating. All connections must be made in junction boxes with IP 66 Rated if open and IP 65 Rated if used under shed. Fittings for light switches, and polarity sensitive socket outlets may be used as junction boxes where practical.

3. Installation including wiring shall meet the requirement and recommendations given in 8.3 of IEC 62124.

4. The commissioning and acceptance will be subject to the fulfillment of all requirements specified in the above-mentioned paragraphs of IEC 62124 ed.1 and additional requirement as detailed below.
    a. No conduit or fitting shall be attached directly to thatch or any other non-supportive surface
    b. Especially avoid installing the conduit direct over the roof; there must be distance not less than 3 inches between the roof surface and conduit/duct.
    c. Cables must be joined by the use of junction boxes, screw-connectors, and block connectors.
    d. All wires must be terminated with proper end sleeves and wire thimbles with different colors for positive and negative polarity.
    e. Field installed wiring must be joined using terminal strips or screw connectors. Soldering or crimping in the field must be avoided if at all possible. Wire nuts are not allowed.
    f. The rated current carrying capacity of the joint must not be less than the circuit current rating.
    g. Fittings for PV must be with polarity sensitive socket outlets to avoid short circuiting.
    h. Size, voltage grade and manufacturer name should be printed on every cable.

5. Cable specifications are as followed with BS/IEC standards compliance.

Item	Requirement
1. PV to inverter:	99.9% pure copper (Stranded and flexible) with voltage drop less than 2%, UV resistive cladding, XLPO/XLPO
2. Grid to Inverter	99.9% pure copper (Stranded) with voltage drop less than 2%, UV, resistive cladding
3. Inverter to Load D.B:	99.9% pure copper (Stranded) with voltage drop less than 2%, UV resistive cladding

4. Breakers for AC and DC Power:

Make: Terasaki, Mitsubishi, Chint, Schneider

- Circuit Breaker Voltage rating must be greater than the maximum circuit voltage, and currentrating must be between 125% - 150% of the maximum design current for the circuit.
- Breakers must have a clear visual indication of their state (ON/OFF or I/O) and marking.

5.Surge Arrester

Parameters	min. Specifications required
Impulse current (Iimp)	min. 25kA (10/350µsec.)
Response time	≤ 50nsec
Leakage current	≤ 1 mA
Dielectric strength	2000 V AC @ 1 minute
Protection Class	Class 1(Type1)
Discharge voltage	As per design
Ingress Protection	IP20 or above
Short circuit withstand capacity	min. 30kA

2. Lightning arresters & Surge Protection System accessories

Calculation must be done in accordance with rolling sphere method or equaling (share thecalculation at the time of execution)

- There must be a DC SPD (Type 2) with each DC String of equivalent rating.
- There must be an AC SPD (Type 2) with each main AC breakers of equivalent rating.
- There must be a phase failure protective device for every inverter.

Parameters	min. Specifications required
Air termination rod material	Copper
Air termination rod length	As per design
Air termination rod diameter	As per design
Air termination rod	As per design
Cable for interconnecting metal	16mm^2 or higher, 99.99% pure copper or higher (1 core)
Structure and SPD*.	or equaling strip for grounding
Insulated Spacer	As per design
Cable Bracket	As per design
Structure and SPD*.	or equaling strip for grounding
Insulated Spacer	As per design
Cable Bracket	As per design
Stand – Fang Fix system	As per design Earthing of 2.5 ohm or less (with standard earthing pit)
Compliance	Applicable standards that may includeICE 62305-3 (EN62305-3) IEC62305-3 (EN 62305-3) DIN VDE 0151 and DIN 18014

6.PV Mounting Structure

Description	Requirement
Wind loading	Mounting system should be able to allow air circulationfor cooling in high temperature and withstand wind speed of 150 Km/hour at 3 sec gusts
Mounting structure L1	25-30^{o} tilt angle (keeping in view the site latitude and azimuth angle), pitch = 4m, 08 Gauge Direct grouting to the rooftop is not allowed. Separate foundation will be constructed. Minimum 12 x 12 x 12-inch concrete blocks, Mounting should be done by Chemical Anchoring Roof top treatment should be done to avoid seepage and water drainage should be maintained Structure should be hot dip galvanized (100 micron) or aluminum nuts and bolts should be of stainless steel
Certification	Vetted by certified structural engineer for roof stability, structure stability, life etc. for all roof installations. Life guarantee of 10 years. Load bearing testing has been done by B.I.S.E. However, Load flow study will be on the bidder end.

7.Dynamic Genet Controller, compatible with Gen-Set & Inverter

PV Gen-Set Synchronizer (Generator Ratings: must visit powerhouse for understanding)	(For Generator Ratings must visit sites forunderstanding) 1. Integrates locally available energy analyzers for specified inverter 2. Integrates mains sync controllers for Zero Injection Controller application 3. Can control upto string of the designed/selected invertor 4. Must Act as PV Zero Export controller 5. Webserver + Zero Export Controller + DG Protection Controller + Data-logger must be provided in one GUI/Package 6. Flexible control to Prevents/allow power feed-in to the grid 7. Prevents generator running in an under loadedcondition 8. Protects generator from reverse power conditions from the on grid solar inverters 9. Ensures availability of sufficient power to meet load demands 10. Ensures optimized fuel consumption 11. Prevents over limiting of the solar inverters
Certificates and compliance with standards	Compliance of applicable Safety regulations for electrical measuring, control, regulation, andlaboratory equipment such as but not limited to EN 61010-1:2010, electromagnetic compatibility EN 61000-6-2:2005, EN 61000-64:2011 or equaling.

8.Net-metering

Net-Metering	**Net-metering of complete project to be providedas per AEDB, NEPRA and DISCOs standards** To ensure zero export to FESCO in case of B.I.S.E consumption is reduced, Zero Export Device shall be installed till the Commissioning of Net-metering

Safety and security shall be as per international standards.

For electricity bills, single line diagram, drawings of civil structure, please contact;

1. Rana Khalid Basheer (Superintendent Estate Branch)

   (0300-6632675)

2. Rana Amjad Ali Khan (Estate Officer)

   (0333-6762277)

Project Timeline

Sr.	Task	Timeline
1	Complete Turn Key Basis Project (Commissioning of the PV System alongwith Net Metering as per AEDB, NEPRA and DISCOs standards)	90 Days

SCOPE OF SERVICES (O&M):-

SERVICE LEVEL AGREEMENT

This Service Level Agreement is for operation and maintenance of 200 KWp Solar System on rooftops with net-metering at BISE, Faisalabad.

A. Duration

i. The Service Level Agreement shall be for a period of 05 years. SLA will start after the successful completion of warranty period of 02 years.

B. Scope of Work

Deliverables include:

i. One supervisor along with two team members (laborer) will ensure that solar system run trouble free.
ii. Cleaning of PV Panels of complete solar system on weekly basis. Water and distribution (W&D) system will be on the firm end.
iii. Weekly maintenance check of all the components of solar photovoltaic system to ensure the efficient operation.
iv. Team will ensure the replacement of PV panels, Inverters, or any other component, as perwarranty in case of any malfunction.
v. Any complaint shall be entertained within one working day (for minor) and 2 working day(for major) period from the time of reporting the complaint.
vi. Successful power generation having Performance Ratio ≥ 80% or average output of 1400kWh/kWp/year)
vii. Dedicated office will be provided for the staff.

C. Payment

a. Prerequisites:

i. On account payment will be paid on quarterly basis after completion of each quarter with successful output performance ratio achievement upon submission of bill/invoice by the firm and endorsed by the Estate Officer/Branch of B.I.S.E, Faisalabad.
ii. Deduction of Income Tax (or production of an Exemption Certificate by the Firm fromIncome Tax Commissioner concerned.
iii. Provision of prescribed Sales Tax/PST Invoices showing the requisite amount of SalesTax/PST and deduction as per rule.

D. Security

i. Performance Security: A sum equal to 10% of SLA Amount Value in the shape of CDR in favor of Secretary B.I.S.E, Faisalabad.

ii. Release: performance security deposit shall be released after three months from the date of expiry of SLA, subject to satisfactory execution of agreement.

iii. Forfeiture: Security shall be forfeited if; (a) the Firm fails to execute any provision of this Agreement; and (b) complaints are received against the good(s) or in respect of any deficiency and confirmed after due **enquiry by the Concerned Branch i.e Estate Branch of B.I.S.E** in which case the firm shall be given opportunity of being heard and of adducting evidence. The Clients would then have a right to purchase the requisite material(s) from elsewhere without any notice and at the Firm's cost.

E. Estimated Service Cost

i. 50,000 PKR/Month

Section-IV: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II.Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction		
BDS Clause Number	**ITB Number**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
1.	**2.1.1**	Name of Procuring Agency: B.I.S.E Faisalabad. The subject of procurement is: for **the Design, Supply, Installation, Testing & Commissioning and five (05) years Operation & Maintenance (O&M) of solar system under the project titled "SOLARIZATION (200 KW-GRID TIED SYSTEM WITH NET METERING ON TURN KEY PROJECT) OF B.I.S.E. FAISALABAD"**
2.	**2.1.2**	Financial year for the operations of the Procuring Agency: 2026-27. Name of financing institution: *B.I.S.E Faisalabad ADP* Name of Project/ Grant (Development or Non-Development): *BISE Faisalabad (ADP)* Name and identification number of the Contract: **Invitation to Bid for** "SOLARIZATION (200 KW-GRID TIED SYSTEM WITH NET METERING ON TURN KEY BASIS) OF B.I.S.E. FAISALABAD WITH O&M (05 YEARS)"
3.	**-**	Warranty Period should be according to the demand.
B. Bidding Documents		
4.	**2.2.2**	The address for clarification of Bidding Documents is Address: the Secretary, BISE, Faisalabad. Telephone: 041-9330344, 041-2517723
5.	**2.2.2**	Pre-bid meeting: At BISE Office **08-08-2026** at 11:30 AM, The Client's representative is Estate Officer of BISE FSD. Address: Conference Room, B.I.S.E Faisalabad.
6.	**2.3.9**	*It is mandatory for the bidders to submit the bid on Punjab E-Procurement System (eP) as well before the Submission Deadline. Bids received after the Submission Deadline, in hard copy, and without Application to Punjab E-Procurement System (eP) after submission deadline, will be rejected.*

C. Bid Price, Currency, Language and Country of Origin		
7.	**2.3.1**	*Language of Bid: English*
8.	**2.3.4**	The price quoted shall be in local currency PKR
9.	**2.3.4**	*[Please expressly mention that the price shall be fixed].* Price shall be fixed. Prices quoted by the firm/company shall be fixed during the firm/company's performance of the contract, duration of this contract shall be one (1) year during which the prices shall be fixed, and contract will be Extendable for another terms.
10.	**2.1.4 (ii)**	According to Section-(iii) i.e technical specifications.
D. Preparation and Submission of Bids		
11.	**2.1.3**	**Qualification Criteria/Knock down criteria.** As per marking criteria in section-iv (H).
12.	**2.3.6&2.3.7**	No Spare parts required.
13.	**2.2.2**	Bid shall be submitted to: Complete bid containing the Technical (Eligibility & Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal https://ep.punjab.gov.pk before closing date. Original Bid Security must be submitted *(as per policy devised by e.P)* before closing time in favour of SECRETARY, BOARD OF INTERMEDIATE & SECONDARY EDUCATION, FAISALABAD. (PH.# 041-9330344, 041-2517723) – Pakistan. https://ep.punjab.gov.pk.
14.	**2.5.1**	Technical proposals shall be publicly opened on the same day i.e.**22-08-2026, at 11:30** A.M in the presence of firm/company representatives who wish to attend it at B.I.S.E Faisalabad, Conference Room B.I.S.E. Faisalabad.
15.	**2.6.2**	Amount of Performance Guarantee is:10% Successful firm/company will submit a performance guarantee in form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of **10%** of contract value within fifteen (15) days of the receipt of notification of award/letter of Intent (LOI) from the Procuring Agency which will be returned after completion of contract. For performance guarantee value in PKR purpose the rate of exchange shall be the selling rate, prevailing on the date of opening of (financial) bids specified in the bidding documents, as notified by the National Bank of Pakistan on that day, in case of holiday in National Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

16.	**2.3.7**	**Estimated Contract Price is: PKR.30,000,000 /-** **Amount of Bid security is:** Bid Security of **5% i.e., Rs.1,500,000/- (Fifteen Lac Rupees)** in the form of a pay-order or demand draft *(as per policy devised by e.P)* favoring Secretary B.I.S.E. Faisalabad–Pakistan before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of the bid, the firm/company shall be disqualified for further proceeding. The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the technical binder of the e-tendering portal and submit *(as per policy devised by e.P)* before closing time. Bid Security of disqualified firm/company will be returned after awarding the contract to the successful firm/company on request.
17.	**2.3.8**	Bid validity period after opening of the Bid is: **120 Days**
18.	**2.3.9**	Bid is to be submitted through Punjab E-Procurement System (e.P), online before submission deadline. Bid Security *(as per policy devised by e.P)* should be reached before time, non-compliance will lead to disqualification
E. Opening and Evaluation of Bids		
19.	**2.5.1**	The Bid opening shall take place at: Conference Room B.I.S.E. Faisalabad SECRETARY, BOARD OF INTERMEDIATE & SECONDARY EDUCATION, FAISALABAD. (PH.#041-9330344, 041-2517723) – Pakistan . **22-08-2026** at 11:30 A.M.
20.	**2.3.4**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: *Pakistani Rupees* The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial) bids specified in the bidding documents, as notified by the National Bank of Pakistan on that day, in case of holiday in National Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.
F. Bid Evaluation Criteria		
21.	**2.5.8**	The technical proposal of eligible organizations will be evaluated against requirements specified in the evaluation criteria given below. **Passing marks for the technical qualification are 90 & above.** The Financial bid of only technically qualified firm/company shall be opened. Financial Evaluation Criteria: Contract shall be awarded based on **Least Cost Selection Method**. The Financial Proposals of only eligible firm/company with technically qualified will be opened publicly in the presence of firm/company or their representatives who may choose to be present, at the time and place announced prior to the opening. Please provide information regarding Financials Bid Form/Price Schedule 8.9 and commercial envelope of the E-tendering portal.

		Eligibility Criteria to Bid evaluation: Eligibility of Bidders will be determined as per following: Only Eligible bidders will be evaluated further. 1. AEDB registration C-3 or above category 2. SECP/AOP, 3. PRA, 4. Income Tax Department / NTN / Sales Tax Number 5. Pakistan Engineering Council (PEC) Registration in C4 or above Category with relevant codes e.g. (EE04, EE06, EE11) 6. Undertaking that the Company / Firm/by individual members is/are not blacklisted by Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. Affidavit on stamp paper shall be provided. 7. Valid evidence showing Firm has never been litigated, will allow to participate in the bidding process. Affidavit on stamp paper shall be provided. 8. Audited Financial Statements of last three years shall be provided. Annual average turn over shall be more than 50 Million PKR 9. Must provide details and evidence of 03 Nos. relevant experience during last five years for projects having capacity of greater than 200kWp each. Following mandatory evaluation criteria and marking system will be applicable for qualification

G. Award of Contract

2.6.5	Percentage for quantity increase or decrease is: 15 %.
2.6.2	The Performance Guarantee shall be:10 % The Performance Guarantee shall be: Successful bidder will submit a performance guarantee in form of pay-order or bank guarantee or demand draft or *(as per policy devised by e.P)* of **10 %** of contract value within fifteen (15) days of the receipt of notification of award/letter of Intent (LOI) from the Procuring Agency which will be returned after thirty (30) days of completion of contract. For performance guarantee value in PKR purpose the rate of exchange shall be the selling rate, prevailing on the date of opening of (financial) bids specified in the bidding documents, as notified by the National Bank of Pakistan on that day, in case of holiday in National Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.
2.6.2	The Performance Security (or guarantee) shall be in the form of: *Bank Guarantee / CDR from schedule bank*

IMPORTANT: BIDDER SHALL REFER TO SECTION IX: CHECK LIST WHILE PREPARING BIDS AND MAKE SURE THAT ALL REQUIRED DOCUMENTS ARE PROVIDED FOR EVALUATION. NON-RESPONSIVE BIDS OR DOCUMENTS NOT ACCORDING TO FORMAT WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

H. Marking Criteria

Following marking criteria will be followed:

Parameters	Detail	Total Marks
Past Experience with similar full scope of supply, installation, commissioning and net metering (On-Grid at least 200kWp capacity each (minimum 03 projects in last 5 years)	Full marks will be given for 03 or more projects. **Please provide completion certificates/generation licenses as proof.**	30
Operational History	Full marks will be given for operational history of equal or more than 5 years (>=5)	10
Technical System details (Mandatory)	All datasheets, documentations, certificates, simulations to support the technical design and specifications SHALL be provided. **The minimum specifications criteria in Section III shall meet for evaluation/marking:** Time line of Project (Max marks: 05) SLDs (Max marks: 05) Complete BOQ as per design (Max marks: 10) O&M strategy (Max marks: 05)	25
Human Resource Strength/Experience of Technical Staff (Provide detailed CVs)	Project Manager: Masters in Electrical Engineer with 5 years of relevant experience (Qty: 01, Marks (Max marks: 10)) Site Engineers (Electrical): Bachelors in Electrical Engineering with 03 years of relevant experience (Qty: 02, Max Marks (6)) Site Engineer (Mechanical/Civil/elect): Bachelors in Mechanical/Civil/elect Engineering with 03 years of relevant experience (Qty: 01, Max Marks (4))	20
Financial Status	Latest Financial Statements of last three years having average annual turnover of more than 50 MPKR (Max marks: 15)	15
Total		**100**

Note: Minimum Passing criteria is 90 marks. The Bidder qualifying the above mandatory criteria will be declared Technically Qualified. Financial Bids of only technically qualified bidders will be opened. Financial Bids of Not-Qualified bidders will not be entertained.

Section-V: General Conditions of Contract

[The Procuring Agency should formulate General Condition of Contract in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable) However, for a standard procurement/contract content of a generalized General Conditions of Contract may be as follows:]

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

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

3. Country of Origin

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

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

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

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

5.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. Performance Guarantee

7.1. Within fifteen (15) days *[to be decided by the procuring agency*] of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

(b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and testing of equipments supplied will follow the rules & regulations as explained in section (vi) clause 12 heading “payment of goods supplied”.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival in the Procuring Agency’s country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods’ shipment from the country of origin.

8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

[in case of Framework Modality the Procuring Agency may amend these condition as per its requirements]

10.1.Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

[Further conditions may be incorporated by the Procuring Agency keeping in view the nature of contract, DDP, CIF, C&F, FOR, FOP for example; for a DDP contract the clause may be as follows:].

10.3.For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4.Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

[If required and decided by the Procuring Agency]

11.1.The Goods supplied under the Contract shall be delivered *[form of content to be decided by the Procuring Agency]* duty form paid under which risk is transferred to the buyer after having been delivered, hence *[details coverage to be decided by the Procuring Agency]* is sellers responsibility.

12. Transportation

12.1.The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including *(details to be decided by Procuring Agency as per requirement)* insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

13. Incidental Services

[If required and decided by the Procuring Agency]

13.1.The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

(i) the prevailing rates charged for other parties by the Supplier for similar services; and

(ii) original price of goods.

14. Spare Parts

[If required and decided by the Procuring Agency]

14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1.The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2.This warranty shall remain valid according to section06 clause-10 complete.

15.3.The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4.Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5.If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

16.1.The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2.The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3.As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4.The currency of payment is *[to be decided by the Procuring Agency]*

17. Prices

17.1.Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1.The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
(b) the method of shipment or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

18.2.If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1.Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20. Assignment

20.1.The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. Sub-contracts

21.1.The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2.Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Supplier's Performance

22.1.Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

22.2.If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3.Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. Liquidated Damages

23.1.Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

24.1.The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
(b) if the Supplier fails to perform any other obligation(s) under the Contract; or
(c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:
(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.*

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

25. Force Majeure

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

25.2.For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3.If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

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

27. Termination for Convenience

27.1.The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2.The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1.After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2.If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language	29.1.The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
30. Applicable Law & Arbitration	30.1.The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC. After coming into force of the procurement contract, dispute between the parties shall be settled through mediation or arbitration. Chairman BISE, Faisalabad perform as arbitrator.
31. Notices	31.1.Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC. 31.2.A notice shall be effective when delivered or on the notice's effective date, whichever is later.
32. Taxes and Duties	32.1.Supplier shall be entirely responsible for all taxes, duties, license fees, etc. incurred until the completion of the project.

Section-VI. Special Conditions of Contract

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Procuring Agency should draft specifically for each procurement. The number of SCC may increase/ vary depending on specific requirements of a specific contract.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: BISE Faisalabad

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (j)—The Project Site is: *[if applicable]* BISE Faisalabad

2. Country of Origin (GCC Clause 3)

[All countries and territories as indicated in Section IV, BDS, of the Bidding documents, as ineligible may be mentioned here]

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 10% *[could be up to ten (10) percent of the Contract Price; it should not exceed ten (10) percent in any case.]*

[The following provision should be used in the case of Goods having warranty obligations.]

GCC 7.4—the Performance Guarantee shall be retained for to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

Inspection & testing of randomly selected samples (05 PV Panels) from the delivered goods by CERAD, UET Lahore & other ones, if required. All charges (sample carrying cost, laboratory testing charges, conveyance charges of BISE, Official) will be borne by the firm.

5. Packing (GCC Clause 9)

GCC 9.2—*[This SCC shall supplement GCC Clause 9.2, exact details of the requisite packages be provided]*

6. Delivery and Documents

(GCC Clause 10) *[format of contract is to be decided by the Procuring Agency, however, a model provision for DDP is as follows]*

Sample provision (DDP terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Agency:

(i) Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
(iii) Copies of the packing list identifying contents of each package;
(iv) Manufacturer's or Supplier's warranty certificate;
(v) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and
(vi) Certificate of origin.

[Other similar documents should be listed, depending upon the Incoterm provisions.]

7. Insurance

(GCC Clause 11) [where applicable]

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is sellers' responsibility, they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]

9. Spare Parts

(GCC Clause 14) [where applicable]
GCC 14.1—Additional spare parts requirements are:

Sample provision
GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.

10. Warranty

02 Years Parts Warranty, Free of Cost Labor & Material along with O&M, etc.

(GCC Clause 15)

i. **Solar Panels: Refer to Section-III (Technical Specifications of PV Module)**
ii. **Inverter: Refer to Section-III (Technical Specifications of Solar Grid-Tie Inverter and Control)**
iii. **All other allied accessories and Equipment: 03 Years**

11. Sample provision (where applicable)

GCC 15.2—In partial modification of the provisions, the warranty period shall be from date of acceptance/satisfactory installation of the Goods, from the date of shipment (if applicable), whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.5% per Day).

[rate to be decided by the Procuring Agency but it should be reasonable]

GCC 15.4 & 15.5 - The period for correction of defects in the warranty period is:

12. Payment (GCC Clause 16)

Sample provision

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Partial payment will be made on delivery of supplied goods duly tested (quality check as per technical specifications) of randomly selected samples from the delivered goods by Center for Energy Research and Development (CERAD), UET Lahore, PCSIR, and other ones (if needed). All charges (sample carrying cost, laboratory testing charges, and conveyance charges will be borne by the firm. The sample/specimen will be carriage / handed over to testing agency in the supervision of Board's official / nominee. Payment method will be as under.

Installment	Payment Amount	Payment Condition
1st Installment	60% of the solar module price	Payable after the delivery of duly tested solar modules.
2nd Installment	80% of the complete project cost (excluding amount already paid)	Payable after successful commissioning of the delivered goods, including one month of performance monitoring with satisfactory output (performance Ratio ≥80% or average of 1400 kWh/kWp/year), and successful installation and commissioning of the net metering facility for the complete PV system.
3rd Installment	10% of Complete Cost	To be released upon satisfactory completion after the net metering.
4th Installment	10% Remaining Amount	To be released after expiry of warranty period i.e two years.

***Successful Commissioning Includes**

i. Check of delivered material according to its specifications.

ii. Installation of PV arrays including panels, combiner boxes and cabling to combiner boxes and earthening of structure. Measuring power of strings and earthening quality. Fixing procedures to secure work and to avoid damages.

iii. Installation of Grid-tied inverter, distributions panels, security fittings like switches, fuses, cables. Complete wiring including connection of generator without giving power to any device. Check of craftsmanship keeping installation standards, measuring voltage drop, checking function of security equipment, comparison with systems design as proposed.

iv. Check and approval of parameter settings, preparing complete system documentation.

v. Final commissioning test and handing over of Grid-tied solar PV system.

Note:

- Payment shall be made on satisfactory report from technical committee of B.I.S.E, Faisalabad/Estate Branch.
- The Performance Security against O & M, submitted separately by the contractor, shall be the 10% of the O & M Contract Value which shall be released to the Contractor after successful completion and submission of report after 5 years of the O & M period.

Payment will be made in Pak. Rupees in the following manner: *(to be decided by the Procuring Agency)*

(i) L.C Modality.
(ii) Running Bill modality.
(iii) Lump sum modality.

13. Prices (GCC Clause 17)

Sample provision

GCC 17.1—Prices shall be fixed and shall not be adjusted.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.5% of contract value per day

Maximum deduction: 10% of contract value

[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.]

15. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be:

17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes:

—Supplier's address for notice purposes:

Section-VII. Schedule of Requirements

SCHEDULE – A TO BID

Description of the items is as per specification provided in Technical Specifications

Firms need to mention model/make/origin, etc. for all items during compliance of technicalspecifications:

Estimated Cost: 30 Million PKR

Sr.#	Items	Qty.	Unit	Price to be offered
1	Solar Panels Supplying, Erection and Commissioning of Solar Panels	To be determined and designed by the supplier in accordance with the given technical specifications in section VII	-	To be filled by the supplier
2	Inverters (1:1 and should not be undersized) with system capacity Supplying, Erection and Commissioning of Solar Panels	..	-	..
3	AC & DC Cables	..	-	..
4	AC, DC Breakers	..	-	..
5	Surge & Lightening Arrestors	..	-	..
6	PV Mounting Structure L1	..	-	..
7	Monitoring System	..	-	..
8	AMI meters at each energy coupling site	..	-	..
9	Net metering	..	-	..
10	Genset Controller/Synchronizers	..	-	..
11	Operation & Maintenance Contract Cost	..	-	..
	Total			

Service Level Agreement

A service level agreement shall be concluded with the successful bidder of the said project. This service level agreement will start from the date of expiry of successful completion of the warranty period of two (02) years. No payment on account of operation and maintenance (labour and parts) will be allowed in warranty period.

Scope of Work

Deliverables include:

i. One supervisor along with two team members (laborer) will ensure that solar system run trouble free.

ii. Cleaning of PV Panels of complete solar system on weekly basis. Cleaning of PV Panels of complete solar system on weekly basis. Water and distribution (W&D) system will be on the firm end.

iii. Weekly maintenance check of all the components of solar photovoltaic system to ensure the efficient operation.

iv. Team will ensure the replacement of PV panels, Inverters, or any other component, as perwarranty in case of any malfunction.

v. Any complaint shall be entertained within one working day (for minor) and 2 working day(for major) period from the time of reporting the complaint.

vi. Successful power generation having Performance Ratio ≥ 80% or average output of 1400kWh/kWp/year)

vii. Dedicated office will be provided for the staff.

Firms need to visit the site before submission of the technical and financial offer to assess, prepare and provide the detailed drawings complete in all respect. Furthermore, firms needto submit report of complete system highlighting parameters such ROI, losses, etc. System shall be designed keeping in view the minimum possible shadow effect for complete year.

Bidder shall be responsible to synchronize the station wise existing genset. For the purpose, the bidder may visit the existing setup of gensets installed at various places where the solar system to be installed before submission of the technical and financial offer. After submissionof the said offers, BISE will presume that the cost of the synchronization of gensets is included in the offer.

SCHEDULE – B TO BID

WORK TO BE PERFORMED BY SUBCONTRACTORS

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

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

(NOT ALLOWED)

Note:

1. No change of Sub-Contractor 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 work, year completed and name & address of the clients.

SCHEDULE – C TO BID

PROPOSED PROGRAMME OF WORKS

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

SCHEDULE – D TO BID

DEVIATIONS FROM TECHNICAL PROVISIONS

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified terms, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications

(NOT ALLOWED)

[Note**:** Attach additional sheets, if necessary]

SCHEDULE – E TO BID

DEVIATIONS FROM CONTRACTUAL CONDITIONS

It is presumed that the bidder shall not take any deviation. However, if he intends to take deviations to the specified Contractual/Commercial Conditions, those must be listed in the space provided below:

Sr. No.	Clause No. / Section No.	Deviations/Clarifications

(NOT ALLOWED)

SCHEDULE – F 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 erection plant, tools and vehicles proposed to be used in carrying out the Works at Site, including number of each kind, make, type, capacity of all equipment, working condition, which shall be deployed by him for Civil Work and Erection, Testing and Commissioning of the Works, in sufficient detail to demonstrate fully that the equipment will meet all the requirements of the Technical Provisions.

- The procedure for installation of equipment and transportation of equipment and materials to the site.

- Details regarding mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.

- Organization chart indicating head office & field office personnel involved in management, supervision and engineering of the Works to be done under the Contract.

[Note: Attach additional sheets, if necessary]

SCHEDULE – G TO BID

PROPOSED ORGANISATION

The bidder shall list in this Schedule the key personnel he will employ from Head office and from Site office to direct and execute the Works, together with their names, ID, qualifications, experience, positions held and their nationalities.

Designation	Name	CNIC Number, Summary of Qualifications Experience, Present Position and Nationality

- Head Office:
- Site Office:
  Contractor's Representative
  Site Superintendent
  Supervising Engineer
  Plant Erectors
  Construction Supervisors
  Other Key Staff

SCHEDULE – H 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 time 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]

Section-VIII: Sample Forms

8.1 Bid Form

[To be signed & stamped by the Goods Provider and reproduced on the letter head. To be attached with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: _____

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]*or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of120days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following:-

a) Complete bidding document (without filling) signed and stamped by the bidder.

b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.

c) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR)]* valid for 120 Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following:-

a) Original Bid form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.

b) Price schedule / financial form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.

c) Original Bid security form (as per **form 8.10**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD)]* valid for 120 Days, beyond the validity of Bid.

d) *Any other document required by the procuring agency not inconsistent with PPR-14.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of goods provider	Amount and Currency
_____	_____
_____	_____
_____	_____

(if none, state “none”)

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this _____ day of _____ 20_____.

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

_____

[Signature for and on behalf of Manufacturer]

8.3. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	**Particulars**
1.	Name of the company:
2.	**Registered Office:**
Address:	
Office Telephone Number:	
Fax Number:	
3.	**Contact Person:**
Name:	
Personal Telephone Number:	
Email Address:	
4.	**Local office if any:**
Address:	
Office Telephone Number:	
Fax Number:	
5.	**Registration Details:**

a) Audited Financial Statement Attachment/Income Tax Returns (Last ____ years)

Yes	No

b) Details of Experience (Last _____ Years)

(i)	**Similar Project (Agency/Department)**	**Item Name**
(ii)	**Value of total Projects/Tenders/POs**	**Amount**

c)Staff Detail and last month Payroll

Yes	No

8.4. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			**Sales Tax Registration No**	
PRA Tax No.				
No. of Employees			**Company's Date of Formation**	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.5. Affidavit

[To be printed on PKR 1500 E-Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[BISE Faisalabad]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

(i) The firm is not currently blacklisted by the Procuring Agency and PPRA.
(ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
(iii) Affidavit for correctness of information.
(iv) **********omitted******

*[Name of the Contractor/ Bidder/ Supplier]*undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.6. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of **"**INVITATION TO BID FOR THE **"PROVISION OF _____"** procurement of the following:

1. [***Please insert details***].

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____(Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20__, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

Seal_____

Date_____

*attached copy in relevant section

8.7. Technical Bid Form

[(i)To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid.
(ii) Item names and quantities must be reproduced from Section – III (Technical Specifications).

Tentative BoQ Pattern is mentioned in section-Vii (Schedule of Requirements), bidder must visit the site before preparation of bid, bidder proposal must be compliant to technical requirements mention in bid document.

8.8. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

THIS AGREEMENT made on the _____ day of _____ 20_____ between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called "the Procuring Agency") on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

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 referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Procuring Agency's Notification of Award.
(g) Contract agreement
(h) Complete Bidding document

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, 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 Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, and uploaded by _____ the _____ (for the Procuring Agency)

8.9. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

SCHEDULE OF PRICES – SUMMARY OF BID PRICES PACKAGE I

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Summary of Prices:

Project Description	With Including Taxes		
	Total Cost of Solar System PKR	Total Cost Of O&M (05 years) PKR	Total Cost of the Project PKR
Design, Supply, Installation, Testing & Commissioning along with (05) years Operation & Maintenance for the project (200 kWp Grid Tied Solar System with Net metering)			
Rates in Words			

Note:

- In case of difference between unit price and total price, unit price shall prevail, and total price shall be "final". *(Please refer ITB clause 2.5.6).*
- In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Payment Terms:

- Business shall be awarded based on Least Cost Selection Method of each category separately.
- B.I.S.E Faisalabad shall be entitled to increase or decrease the quantity of required BOQ. Moreover, the quantity will be finalized at the time of signing the contract and the above-mentioned quantities are just for the evaluation purpose.
- All the payments shall be made in PKR after applying all the applicable taxes.

Penalties:

The Supplier affirms and acknowledges that any delay in the delivery of the Products will result in a penalty applicable to the Supplier. The penalty shall be Rs.30,000/- per day, not exceeding a total of Rs.900,000/-. Such penalty shall be deductible from the amount from the invoice/bill submitted by the Supplier.

- In case of delay more than 30 days legal actions according to the contract will be taken against the supplier.

Stamp & Signature of Bidder _____

8.10. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

[Bank Guarantee should be submitted as per policy devised by Punjab E-Procurement System (eP) for submission of Bank Guarantee/CDR in favor of Secretary, BISE FAISALABAD before submission deadline]

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE*[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____

[Signature of the bank]

8.11. Company's Experience
A- GENERAL EXPERIENCE

Evidence of the experience mentioned is mandatory.

COMPANY GENERAL EXPERIENCE								
Sr.	**Name of Project**	**Location**	**Client**	**Description/System Capacity and Type of System**	**Implementation**		**Contract Cost of Project**	**Services provided by the Company**
					Start	Complete		
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

More rows can be added as required.

B- PARTICULAR EXPERIENCE

Each copy of the form must be accompanied by evidence from buyer.

Name of Applicant or Partner of a Joint Venture

Use a separate sheet for each contract.

Contract No:

1.	Name of Contract		
	Country		
2.	Name of Employer		
3.	Employer Address		
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to qualify		
5.	Contract Role (Tick One)		
	(a) Sole Contractor ☐	(b) Sub- Contractor ☐	(c) Partner in a Joint Venture ☐
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Currency _____PKR		
7.	Equivalent in Pak/Rs.		
8.	Date of Award		
9.	Date of Completion		
10.	O&M Contract Duration (Years)		
11.	Specified Requirements:		
12.	EPC of the Project involved: Yes ☐No ☐ If yes, Contract Role, a) Sole Contractor b) Sub- Contractor c) Partner in a JV		
13.	Net metering of the Project involved: Yes ☐No ☐ If yes, Please attach Generation License for evidence		

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1.	Bid Security of 5% i.e., Rs. 1,500,000/- in the form of a Bank Guaranty/CDR *(as per policy devised by e.P)* favouring **SECRETARY BOARD OF INTERMEDIATE & SECONDARY EDUCATION, FAISALABAD**, for Procurement Secretary BISE Faisalabad before the opening of the bid **as per policy devised by Punjab E-Procurement System (eP) for submission of Bank Guarantee/CDR.** If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal.		
2.	AEDB registration C-3 or above category		
3.	SECP/AOP/Copy of certificate of incorporation/company registration certificate/ firm registration certificate.)		
4.	PRA		
5.	Pakistan Engineering Council (PEC) Registration in C4 or above Category with relevant codes e.g. (EE04, EE06, EE11) as per Eligibility requirements		
6.	Active Registration with Income Tax Authorities (National Tax Number NTN), as per the Evaluation Criteria		
7.	Copy of active Registration with Sales Tax Authorities (STRN), as per the Evaluation Criteria		
8.	Section VIII forms (duly filled and signed) as per requirement		
9.	Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
10.	Bidder Profile Form (as per form 8.3 of Bidding documents) on letter head of the firm, duly signed and stamped.		

Sr. #	Detail	Responsive	Non-responsive
11.	General Information Form (as per form 8.4 of Bidding documents) on letter head of the firm duly signed and stamped.		
12.	Affidavit (as per form 8.5 of Bidding documents) on non-judicial Stamp Paper of not less than Rs. 500/- duly attested by Oath Commissioner. Original affidavit must be delivered to BISE FSD office as per the mentioned address before the closing date and submission time of the bid. (Affidavit indicating non-blacklisting and non-litigation declaration shall be provided for each JV member if applicable)		
13.	Technical Bid Form (as per form 8.7 of Bidding documents) on letter head of the firm duly signed and stamped.		
14.	Form 8.2 if applicable JV/Consortium Agreement in case of Joint Venture partners indicating lead and JV partner.		
15.	Form 8.7, 8.9 on the prescribed format duly signed and stamped.		
16.	Financial Bid Form (as per form 8.9 of Bidding documents), duly signed and stamped. (Attach in Financial Bid)		
17.	Experience as per format Form 8.11 for General and particular experiences		
18.	Section VII: Filled Schedule of Requirements.		
19.	Technical Literature, Datasheets, BOQ, SLDs, O&M Strategy, Financial Statements and any other document to support the bid.		

Stamp & Signature of Bidder _____