

# **Bidding Document Single Stage-Two Envelop Bidding Procedure**

## **Supply, Installation and Commissioning of 3KW Solar Panel Systems**

### **National Competitive Bidding**



**Nurturing Women Empowerment**

**BENAZIR INCOME SUPPORT PROGRAMME  
GOVERNMENT OF PAKISTAN**

**April, 2021**

**INVITATION FOR BIDS**  
**BENAZIR INCOME SUPPORT PROGRAMME**  
**Supply, Installation and Commissioning of 3KW Solar Panel Systems**  
**IFB # 1-102/Proc/Solar Panel/BISP/2021**

Benazir Income Support Programme (BISP), Government of Pakistan hereby invites sealed bids from interested eligible bidders having valid NTN & STRN registrations and are placed at Active Taxpayers List (ATL) of FBR for **“Supply, Installation & Commissioning of 50 numbers 3KW Solar Panel Systems”** at BISP Tehsil Offices in Punjab, Sindh, Baluchistan, KPK, GB and AJK as per the following detail.

S. No.	Item Description	Qty.
1.	Supply, Installation & Commissioning of 3KW Solar Panel Systems including Monocrystalline PV Panels, Off Grid Inverters, Tubular Batteries, Rust Protected Fixed Frames and (Cables, DC Wiring, Breakers, DB, onsite Testing & Commissioning of complete systems.	50 systems at various BISP Tehsil Offices across Pakistan

2. Interested eligible bidders may obtain complete set of a bidding documents containing description of item, specification & schedule, bidder eligibility & qualification requirements/terms & conditions free of cost from BISP ([www.bisp.gov.pk](http://www.bisp.gov.pk)) and PPRA ([www.ppra.org.pk](http://www.ppra.org.pk)) websites or from **Room No. 236, Benazir Income Support Programme, F-Block, Pak. Secretariat, Islamabad.**

3. Bidder(s) are required to bid for entire (100%) quantity of the items/equipment. Conditional or incomplete bid based on partial items and quantity shall not be entertained.

4. **A pre- Bid meeting will be held on 12<sup>th</sup> April, 2021 at 1130 hours** in the 2<sup>nd</sup> floor Committee Room of BISP (HQ), F-Block, Pak. Secretariat, Islamabad. Bidders are strongly encouraged to attend the Pre-Bid meeting. The minutes of pre-bid meeting shall be uploaded on the BISP website ([www.bisp.gov.pk](http://www.bisp.gov.pk)) if any change in bidding documents is suggested. Bidders are essentially required to go through the minutes of pre-bid meeting, as information provided in the minutes shall be integral part of the Bidding Documents, failure to comply pre-bid meeting instructions shall be considered as non-responsiveness which shall be a valid ground for rejection of bid.

5. Single stage-two envelope procedure as set out in Rule No. 36 of Public Procurement Rules, 2004 shall apply. **“Technical” & “Financial”** bids in separate sealed envelopes shall be submitted. The **“Financial Bid”** must be supported with

Earnest Money/Bid Security i.e. 2% of the bid value in the shape of Bank draft/Call Deposit/Demand Draft/Banker's Cheque in the name of **Director (Procurement), BISP**. Technical & Financial shall be delivered to the address given below on or before **1100 hours by 22<sup>nd</sup> April, 2021**. Late bids shall not be accepted. Bids will be opened on the same date at 1130 hours in the presence of the bidders or their authorized representatives, who may choose to be present.

6. The bidders are requested to give their best and final prices inclusive of Indirect Taxes & Transportation, Installation and Commissioning charges etc. as no negotiations on the price is allowed. BISP may reject all bids at any time prior to the acceptance of a bid by invoking rule 33 of Public Procurement Rule (PPR), 2004. In case public holiday is announced on pre-bid meeting or bid submission & opening date the same shall be held on the next working day.

**Director (Procurement)**

Benazir Income Support Programme,  
BISP Secretariat, F – Block,  
Pak. Secretariat, Islamabad.  
051-9246420

# **BIDDING DOCUMENTS**

**Single Stage Two Envelop Procedure**

**NATIONAL COMPETITIVE BIDDING**

## **Supply, Installation and Commissioning of 3KW Solar Panel Systems**

**Part One**

- Instructions to Bidders (ITB)
- Bid Data Sheet (BDS)
- Schedule of Requirement & Technical Specifications
- Standard Forms

**Part Two**

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)

**Benazir Income Support Programme  
Government of Pakistan**

**April, 2021**

**Part One - Section I.**  
**Instructions to Bidders**

## **Instructions to Bidders**

### **A. Introduction**

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|----------------------------|---|
| <b>1. Source of Funds</b>  | 1.1 Government of Pakistan.   |
| <b>2. Eligible Bidders</b> | 2.1 This Invitation for Bids is open to all eligible suppliers, except as provided hereinafter.<br>2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.<br>2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.<br>2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB Clause 31.1. |
| <b>3. Cost of Bidding</b>  | 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.  |

### **B. The Bidding Documents**

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|---|---|
| <b>4. Applicable Bidding Procedure and Content of Bidding Documents</b> | 4.1 The Bidding procedure shall be governed as per the laws of the Islamic Republic of Pakistan in accordance with the Public Procurement Rules-2004 issued and amended from time to time, by the Public Procurement Regulatory Authority (PPRA). The applicable Rules are <b>Public Procurement Rules (PPR) 36 "Procedures of Open Competitive Bidding" Sub-Rule (b) "Single Stage – Two Envelop Procedure"</b> . Bidders are also advised to refer to the PPR-2004 to conform the procedure given for Single Stage Two Envelop Bidding Procedure. The bidding procedure prescribed in the Bid Data Sheet is explained herein below: |
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#### **Single Stage Two Envelope Procedure**

- a. The bid shall comprise of a single package containing two separate sealed envelopes. Each envelope shall contain separately the "Technical Bid" and the "Financial Bid".
- b. The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion. One additional copy, made from the original, of Technical Bid shall also be submitted in separate and sealed envelope, duly marked as "Copy".
- c. Initially, only the envelope marked as "TECHNICAL BID" shall be opened at BISP (HQ), F, Block, Secretariat, Islamabad, on the date and time prefixed in the Invitation for Bids (IFB) Notice in the presence of the bidders or their authorized representatives, who may choose to be present.
- d. The envelope marked as "FINANCIAL BID" shall be retained in the custody of Procuring Agency without being opened.
- e. The Procuring Agency shall first establish the "Eligibility" and then evaluate the Technical Bid conforming to the compliance of the offered solution with the demanded Scope of Work/Specifications and other terms & conditions, without reference to the price and reject any Bid which shall not conform to the specified requirements/schedule of requirements.
- f. During the technical evaluation, no amendments in the technical Bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- g. The "FINANCIAL BIDS" of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance within the bid validity period.
- h. The Financial Bid of ineligible and/or technically non-responsive bidders shall be returned un-opened to the respective Bidders subsequent to the announcement of "Bid Evaluation Report" (BER).
- i. The Financial Bid found to be the lowest, most advantageous and responsive shall be accepted.

4.2 The required goods and services, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Invitation for Bid;
- (b) Instructions to Bidders (ITB);

- (c) Bid Data Sheet (BDS)
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Scope of Work/Specification and Schedule of Requirements
- (f) Bid Form and Price Schedules
- (g) Contract Form

4.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in will be at the Bidder's risk and may result in the rejection of its bid.

**5. Clarification of Bidding Documents**

5.1 A prospective Bidder requiring any clarification of the bidding documents may attend pre-bid meeting as per the date and venue defined in the IFB or notify the Purchaser in writing or by cable (hereinafter, the term cable is deemed to include telex and facsimile) at the Purchaser's address indicated in ITB Clause 17.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than seven (07) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Minutes of the pre-bid meeting or the Purchaser's response to any query/clarification (including an explanation of the query/clarification but without identifying the source of inquiry) shall be uploaded on the BISP website ([www.bisp.gov.pk](http://www.bisp.gov.pk)).

**6. Amendment of Bidding Documents and Pre-Bid Meeting**

6.1 At any time prior to the deadline for submission of bids, the Purchaser, 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.

6.2 All such amendments of the bidding documents shall be uploaded on the BISP website ([www.bisp.gov.pk](http://www.bisp.gov.pk)). The bidders are advised to essentially check the BISP website ([www.bisp.gov.pk](http://www.bisp.gov.pk)) before preparing and submitting bids. Failure to comply amendments of the bidding document shall be considered as non-responsiveness and may cause rejection of the bid.

6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.



### **C. Preparation of Bids**

- 7. Language of Bid** 7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 8. Documents Comprising the Bid** 8.1 The bid prepared by the Bidder shall comprise the following components:
- Separate Sealed Technical Bid**
- (a) Documents establishing Bidder's Eligibility & Qualification as per ITB Clause 12.
  - (b) Technical Specifications/Schedule of Delivery in accordance with Section III Schedule of Requirement
  - (c) Bid Form as per Part One, Section IV- 1. Bid Form
- Separate Sealed Financial Bid**
- (d) Bid security furnished in accordance with ITB Clause 13.
  - (e) Price Schedule furnished in accordance with ITB Clause 10 and as per Part One, Section IV- 2 Price Schedule.
- 9. Bid Form** 9.1 The Bidder shall complete the Bid Form furnished in the bidding documents, indicating the Goods to be supplied, a brief description of the Goods and Quantity.
- 10. Bid Prices** 10.1 The Bidder shall indicate on the Price Schedule the description of items and prices (where applicable) and total bid price of the Goods it proposes to supply under the contract on 100% requirement basis.
- 10.2 Prices indicated on the Price Schedule shall be Delivered Duty Paid (DDP) prices i.e. prices inclusive of all applicable taxes, freight (transportation) charges, insurances & warranties including Supply, Installation and Commissioning basis. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.

10.3 The term DDP (Delivered Duty Paid), shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.4 The Bidder's separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

10.5 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 nonresponsive and will be rejected.

**11. Bid Currencies**

11.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

**12. Documents  
Establishing  
Bidder's  
Eligibility and  
Qualification**

12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

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

**13. Bid Security**

13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its Financial Bid, a bid security in the amount specified in the Bid Data Sheet.

13.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(a) call-deposit/bank draft/pay order/banker's cheque in name of the Purchaser given under ITB clause 13.1 of Bid Data Sheet.

13.4 A "Financial Bid" not secured in accordance with ITB Clauses 13.1 and 13.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 14.

13.6 The successful Bidder's bid security will be discharged upon the submission of performance security.

13.7 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 fails to sign the contract in accordance with ITB Clause 30 or fails to provide performance security.

**14. Period of  
Validity of Bids**

14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**15. Format and  
Signing of Bid**

15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL TECHNICAL BID" and "COPY OF TECHNICAL BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the

contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

- 15.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. The bid should be duly binded and each page signed/stamped by authorized person.
- 15.4 In case of contract exceeding Rs. ten (10.0) million, the successful bidder shall sign the "Integrity Pact" on the form provided under Section III, Part Two, before signing the contract.

#### **D. Submission of Bids**

#### **16. Sealing and Marking of Bids**

- 16.1 The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion. The Bidder shall seal both "Technical Bid" & "Financial Bid" in two separate envelopes. The envelopes shall then be sealed in an outer envelope.
- 16.2 The Bidder must submit:
- (a) Technical Bid: one (1) original and one (01) copy of the original;
  - (b) Financial Bid: Only one (1) original bid.
- 16.3 The inner and outer envelopes shall:
- (a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
  - (b) Bid Reference No. indicated in Invitation for Bid, and a statement: "DO NOT OPEN BEFORE", the time and the date specified in the invitation for bid for opening of Bids.
- 16.4 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 16.5 If the envelopes are not sealed and marked as required by ITB Clause 16.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

**17. Deadline for Submission of Bids**

17.1 Bids must be received by the Purchaser at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.

17.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**18. Late Bids**

18.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.

**19. Modification and Withdrawal of Bids**

19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

19.3 No bid may be modified after the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7.

**E. Opening and Evaluation of Bids**

**20. Opening of Bids by the Purchaser**

20.1 The "Technical Bids" received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives who may choose to be present at the time, on the date, and at the place specified in the Bid Data Sheet. No Technical Bid shall be rejected at opening, except for late Bids, which shall be returned unopened to the Bidder. The bidders'

representatives who are present shall sign an "Attendance Sheet" evidencing their attendance.

20.2 The bidders' names, bid modifications or withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

20.4 The Purchaser will prepare minutes of the bid opening. The procedure of evaluation is as under:

- a) Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of Technical Bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without a material deviations.
- b) 20.6 The Technical Bids shall then be evaluated conforming compliance of the Scope of Work/Specification.
- c) The Financial Bids of technically qualified (i.e. compliant to the Scope of Work/Specification, Eligibility/Qualification Requirements and other terms & conditions) bidders shall be opened publically on a specified date, time and venue which shall be communicated to the technically qualified bidders.
- d) The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the Bidder, unit price/total price. The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004.
- e) In the Financial Bids the arithmetical errors shall be rectified on the following basis:  
"If there is a discrepancy between words and figures, the amount in words shall prevail".

**21. Clarification of Bids**

21.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for

clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

## **22. Preliminary Examination**

- 22.1 The Purchaser 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.
- 22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 22.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially 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 Eligibility/Qualification Requirements, Technical Specification/Schedule of Requirement and Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 22.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**23. Evaluation and Comparison of Bids**

23.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22. Bidder are required to bid for the entire 100% items and quantity. No Bid based on partial items and quantity shall be accepted.

23.2 The Purchaser's evaluation of a Financial bid, further elaborated under Bid Data Sheet, will be on Delivered Duty Paid (DDP) prices i.e. prices inclusive of all applicable taxes, freight (transportation) charges, insurances & warranties including Onsite Supply, Installation and Commissioning of all systems etc., and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

**24. Contacting the Purchaser**

24.1 Subject to ITB Clause 21, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

24.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

**F. Award of Contract**

**25. Qualification**

25.1 The Purchaser will determine to its satisfaction whether the Bidder has submitted the responsive bid and the Bidder is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.

**26. Award Criteria**

26.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the most advantageous bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**27. Purchaser's Right to Vary Quantities at Time of Award**

27.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in



the Schedule of Requirements without any change in unit price or other terms and conditions.

**28. Purchaser's  
Right to  
Accept any Bid  
and to Reject  
any or All Bids**

28.1 Pursuant to Public Procurement Rule No. 33 of 2004, the Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The Purchaser will inform the affected Bidder or bidders of the grounds for the Purchaser's action, if so requested, but the Purchaser shall not be required to justify the grounds.

**29. Notification of  
Award**

29.1 Prior to the expiration of the period of bid validity and subject to ITB Clause 29.3, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

29.2 The notification of award under ITB 29.1 will constitute the formation of the Contract.

29.3 The Purchaser shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of contract.

**30. Signing of  
Contract**

30.1 The bidder whose bid has been accepted will be sent a notification of award by the Purchaser prior to expiration of Bid Validity Period. At the same time the Purchaser notifies the successful Bidder that its bid has been accepted and asks the bidder to submit Performance Security and authorize the representative for signing of the Contract.

30.2 Within the bid validity period, the successful Bidder and the Purchaser shall sign the contract.

**31. Corrupt or  
Fraudulent  
Practices**

31.1 The Purchaser observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of

value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; 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, non-competitive levels and to deprive the procuring agencies 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

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BISP financed contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a BISP financed contract.

**Part-One Section II.**

**Bid Data Sheet**

## Part One, Section II 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 I. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>A. Introduction</b>		
<b>ITB 1.1</b>	Name of Contract & IFB No.	Supply, Installation and Commissioning of 3 KW Solar Panel Systems IFB No. 1-102/Proc/Solar Panel/BISP/2021
<b>ITB 3.1</b>	Name of Purchaser	Benazir Income Support Programme Govt. of Pakistan
<b>ITB 3.1</b>	Purchaser's Address	Benazir Income Support Programme, BISP Secretariat, F-Block, Pak. Secretariat, Islamabad.

<b>B. The Bidding Document</b>		
<b>ITB 5.1</b>	Pre-Bid Meeting	<b>Pre-bid meeting will be held on 12th April, 2021 at 1130</b> hours in 2nd floor Committee Room BISP (HQ's), F-Block, Pak Secretariat Islamabad. The minutes of pre-bid meeting shall be uploaded on the BISP website ( <a href="http://www.bisp.gov.pk">www.bisp.gov.pk</a> ) if any change in bidding documents is suggested. Bidders are essentially required to go through the minutes of pre-bid meeting, as information provided in the minutes shall be integral part of the Bidding Documents, failure to comply pre-bid meeting instructions shall be considered as non-responsiveness which shall be a valid ground for rejection of bid.
<b>ITB 6.1</b>	Amendment of Bidding Document	At any time prior to the deadline for submission of bids, the Purchaser, 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. All such amendments of the bidding documents shall be uploaded on the BISP website ( <a href="http://www.bisp.gov.pk">www.bisp.gov.pk</a> ). The bidders are advised to essentially check the BISP website ( <a href="http://www.bisp.gov.pk">www.bisp.gov.pk</a> ) before preparing and submitting bids. Failure to comply amendments of the bidding document shall be considered as non-responsiveness and may cause rejection of the bid.
<b>ITB 7.1</b>	Language of the Bid	English

<b>C. Preparation of Bids</b>		
<b>ITB 10.2</b>	The price quoted shall be	DDP in Pak Rupees i.e. prices inclusive of all applicable indirect taxes (GST), duties, freight (transportation) charges,

		insurances & warranties for Supply, Installation and Commissioning of Complete Solar Panels at various sites given in schedule of requirement.
<b>ITB 10.5</b>	The price shall be	<p><b>The Financial Bid shall be Fixed</b> inclusive of applicable indirect taxes (GST) as per law. If there is no mention of taxes, the offered/quoted price(s) will be considered as inclusive of all applicable indirect taxes/duties, transportation charges, insurances &amp; warranties, if any.</p> <p>However any subsequent legislation enacted between bid opening and finalization of award and that impacts the bid price, would be duly accounted for in the contract agreement.</p> <p>The bid price shall not be subject to any adjustment during the performance of the Contract.</p> <p>Moreover, Alternative Bids <b>shall not</b> be considered.</p>
<b>ITB 12.2</b>	Qualification requirements.	<p><u>"Eligibility &amp; Qualification"</u> requirements are as follows:-</p> <p><b>12.2 (a) Bidder to submit following documents along with its <u>Technical Bid</u>.</b></p> <ol style="list-style-type: none"> <li>1. Manufacturer's authorization letter as a distributor, service partner and/or reseller of the offered products on the format provided in Section IV of the bidding documents with its Technical Bid.</li> <li>2. Bidder(s) must have <b>at-least three (03) years</b> of experience of Sale of similar goods as requisitioned in the bid. The Bidder(s) must provide copies of <b>supply orders to establish the requisite experience.</b></li> <li>3. The Bidder(s) must provide Complete <b>List of Clients along with their contact information.</b></li> <li>4. The Bidder(s) should provide the performance certificate issued by BISP (in case of the bidder having past experience with BISP).</li> <li>5. Bidder(s) shall provide <b>National Tax No. and Sales Tax No. The bidder should provide proof of being on Active Taxpayers List (ATL) of both Income Tax and General Sales Tax of FBR.</b></li> </ol>

		<p>6. Bidder(s) must provide the <b>leaflets/ brochures/ catalogs of the quoted brand</b> with the Technical bid.</p> <p>7. Bidder(s) must establish financial capacity to perform the contract for at least PKR 10 Million through submission of "Annual Turn Over for last two years in shape of Purchase Orders"/Cash Flow Statements/Financial Stability Certificate duly Verified by the Bank.</p> <p>8. Bidders must provide <b>an Affidavit on judicial stamp paper of Rs. 100/-</b> that bidder is not blacklisted by any public sector organization.</p> <p>9. Bids shall remain valid for the period of <b>90 days</b> as mentioned at ITB clause 14.1</p> <p>10. The <b>Bid Form should be submitted on the prescribed format on company's letterhead</b>. Bid Form must be properly signed and stamped by the authorized person.</p> <p><b>12.2 (b) Bidder to submit following documents along with its Financial Bid.</b></p> <p>1. The <b>Price Schedule should be submitted on the prescribed format on company's letterhead</b>. Price Schedule must be properly signed and stamped by the authorized person.</p> <p>2. <b>Earnest Money</b> as mentioned at ITB clause 13.1 must be furnished from any scheduled Bank of Pakistan along with the Financial Bid;</p>
<b>ITB 13.1</b>	Amount of bid security	<p><b>The Financial Bid should be accompanied by bid security i.e. 2% of the bid value.</b></p> <p>The bid security to the unsuccessful bidders shall be returned immediately after award of the contract to the lowest evaluated bidder and in case of successful bidder(s), earnest money will be released on submission of performance security @ 10% of contract cost.</p>
<b>ITB 13.3</b>	Form of Bid Security	<p><b>(i)</b> Financial Bids should be accompanied by the Bid Security in the shape of pay order/demand draft/ call deposit/banker's cheque in the <b>name of Director (Procurement), BISP.</b></p> <p><b>(ii)</b> The Financial bids found deficient of the Bid Security amount shall not be considered.</p>

		(iii) No personal cheques shall be acceptable at any cost. (iv) Any previous bid security shall not be considered or carried forward.
<b>ITB 14.1</b>	Bid validity period.	Bid should remain valid for <b>90 days</b> . Whereas, the rates of the successful lowest evaluated responsive bidder(s) shall be fixed till expiry of the contract(s).
<b>ITB 15.1</b>	Number of copies.	One Separate & Sealed Original Technical Bid & One sealed additional copy of Technical Bid. One Separate & Sealed original Financial Bid.

#### **D. Submission of Bids**

<b>ITB 17.1</b>	Address for bid submission.	<b>Director (Procurement)</b> , Benazir Income Support Programme, BISP Secretariat, F – Block, Pak. Secretariat, Islamabad.
<b>ITB 17.1</b>	Deadline for bid submission.	<b>22<sup>nd</sup> April, 2021 at 11:00 hours</b>

#### **E. Opening and Evaluation of Bids**

<b>ITB 20.1</b>	Time, date, and place for Technical Bid opening.	<b>22<sup>nd</sup> April, 2021 at 1130 hours. 2<sup>nd</sup> Floor Committee Room</b> BISP Secretariat, F – Block, Pak. Secretariat, Islamabad.
<b>ITB 23.2</b>	Criteria for bid evaluation.	(i) Technical Evaluation will be done on the basis of most advantageous bid for complete requirement given in the Schedule of Requirements, Eligibility & Qualification Requirements  (ii) The Bidder has to quote only one make and model as alternate model/bid or separate accessories shall not be accepted.  (iii) Compliance to the Qualification Requirement and Technical Specification / Scope of Work as proposed in ITB 12.2 (a) and Section III-Scope of Work of the Bidding Document is mandatory.

**Part One - Section III**

**Schedule of Requirements/Technical Specifications and  
Delivery Schedule**



## Schedule of Requirements/Technical Specifications And Delivery Schedule

a. BISP intends to procure 50 numbers of complete 3KW Solar Panel Systems to be installed across Pakistan at its Tehsil Offices with Onsite Supply, Installation and Commissioning basis. The Solar Panel Systems should meet the following minimum specifications:

S.No	Item	Specification
1	PV Panel	Mono Crystalline PV Panel having capacity of 350W to 450W with 10 years warranty.
2	Off Grid inverter	3 KW Off Grid inverter with conversion efficiency up to 93% (On line system Monitoring via Web/ Mobile App) with three years warranty.
3	Batteries	Tubular Battery having capacity of 920 Ah (230 AHx4) with two year free maintenance/replacement warranty.
4	Fixed Frames	Rust protected frames & fixtures for PV Panels. Strong enough and capable to withstand high speed wind. Long life structure.
5	Installation	Installation, DC wiring, fuses, breakers, distribution box, testing and commissioning of complete system.

b. The Solar Panel Systems shall be installed at various BISP Tehsil Office. The detail of BISP office is given below.

Sr.No	Region	No. of Solar Panels Required.	Name of BISP Tehsil Office

<b>1</b>	<b>Punjab</b>	<b>10</b>	<ol style="list-style-type: none"> <li>1. <b>Rajanpur</b></li> <li>2. <b>Layyah</b></li> <li>3. <b>Taunsa</b></li> <li>4. <b>Alipur</b></li> <li>5. <b>Chishtian</b></li> <li>6. <b>Liaquatpur</b></li> <li>7. <b>Duryakhan</b></li> <li>8. <b>Isa Khel</b></li> <li>9. <b>Mankera</b></li> <li>10. <b>Jatoi</b></li> </ol>
	<b>Sindh</b>	<b>10</b>	<ol style="list-style-type: none"> <li>1. <b>Mithi</b></li> <li>2. <b>Kandiario</b></li> <li>3. <b>Moro</b></li> <li>4. <b>Daur</b></li> <li>5. <b>Panoaqil</b></li> <li>6. <b>Khairpur</b></li> <li>7. <b>Gambat</b></li> <li>8. <b>Larkana</b></li> <li>9. <b>Lakhi</b></li> <li>10. <b>KN Shah</b></li> </ol>
<b>2</b>	<b>KPK</b>	<b>8</b>	<ol style="list-style-type: none"> <li>1. <b>Charbagh</b></li> <li>2. <b>Timergarha</b></li> <li>3. <b>Upper Dir</b></li> <li>4. <b>Chitral</b></li> <li>5. <b>Battagram</b></li> <li>6. <b>DI Khan</b></li> <li>7. <b>Tank</b></li> <li>8. <b>Charsadda</b></li> </ol>
<b>3</b>	<b>Baluchistan</b>	<b>10</b>	<ol style="list-style-type: none"> <li>1. <b>Dera Murad Jamali Sohbatpur</b></li> <li>2. <b>Dhadar</b></li> <li>3. <b>Gandhawa</b></li> <li>4. <b>Turbat</b></li> <li>5. <b>Sehrani</b></li> <li>6. <b>Kharan</b></li> <li>7. <b>Khuzdar</b></li> <li>8. <b>Ziarat</b></li> </ol>

			9. Kholu
4	AJK	6	<ol style="list-style-type: none"> <li>1. Barnala</li> <li>2. Kotli</li> <li>3. Leepa</li> <li>4. Khurshidabad</li> <li>5. Sharda</li> <li>6. Charhoi</li> </ol>
5	GB	6	<ol style="list-style-type: none"> <li>1. Sikandarabad</li> <li>2. Aliabad</li> <li>3. Gupis</li> <li>4. Roundu</li> <li>5. Shigar</li> <li>6. Gilgit</li> </ol>
	<b>Total</b>	<b>50</b>	

- c. The Solar Panel System shall be supplied, installed and commissioned within 75 days of signing of Contract Agreement with BISP after that Penalty as LD shall be charged.
- d. In case supplied, installed and commissioned Solar Systems are found lower in quality or not delivered, installed and commissioned on time the Competent Authority BISP reserves the right to cancel the contract fully or partially and apply Liquidated Damages as defined in Special Conditions of Contract without and with forfeiture of earnest money.
- e. Bidder must ensure supplied items, as per acceptable market standards.

## **Part One - Section IV**

### **Standard Forms**

# 1. Bid Form

## (To be furnished along with Technical Bid)

Date: \_\_\_\_\_  
IFB N°: \_\_\_\_\_

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos., if issued any, *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and commission *[50 numbers of complete 3kw solar panel system]* in conformity with the said bidding documents including schedule of requirement on the unit rates quoted in our "Price Schedule", **attached in Separate Sealed Financial Bid**, if stand lowest, till expiry of **90 days bid validity period** which may be further extended till finalization of tender, if desired so, by mutual consent and made part of this Bid.

We undertake, if our Bid is accepted, to supply, install and commission the 50 numbers Solar Panel Systems in accordance with the delivery schedule and Technical Specification as per the requisite items, quantities, delivery schedule & rate of liquidated damages against late deliveries.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the bidding documents.

We also agree to abide by this Bid for a period of **90days** from the date fixed for Bid opening under Clause 14.1 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 and quoted rates shall remain valid till the expiry of the contract, if we stand as lowest evaluated responsive bidder.

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

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 \_\_\_\_\_

## 2. Price Schedule in Pak. Rupees (To be furnished along with Financial Bid)

Name of Bidder \_\_\_\_\_ IFB Number \_\_\_\_\_

<b>Supply, Installation and Commissioning of 50 Numbers Solar Panel Systems</b>					
S. No.	Items with Specifications	Qty.	Unit Rate (PKR) <small>(without all applicable indirect taxes (GST))</small>	DDP Unit Price (PKR) <small>(with all applicable indirect taxes (GST), transportation &amp; delivery charges, insurances &amp; warranties if any)</small>	Total Cost (PKR) <small>(with all applicable indirect taxes (GST), transportation &amp; delivery charges, insurances &amp; warranties, if any)</small>
Col:1	Col:2	Col:3	Col: 4	Col: 5	Col: 6
	PV Panel 350W to450 W				
	Off Grid inverters				
	Batteries 920 Ah (230 AHx4)				
	Fixed Frames				
	Transportation Installation, DC wiring, fuses, breakers, distribution box, testing and commissioning of complete system including all types of cables, Wires, breakers, DB, Warranty etc.				
	Total				

It is hereby confirmed that the specifications of offered goods are fully compliant to the technical specifications provided in Section III of bidding document.

The Bid Security as required in the Bidding Documents is attached with this Price Schedule.

Name of Bidder / Firm:

\_\_\_\_\_

\_\_\_\_\_

Signature\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Seal:

### 3. Contract Form

THIS CONTRACT (hereinafter termed as "Contract" is entered into, signed and executed at Islamabad on this <sup>th</sup> **Day of, 2021**

#### BETWEEN

**Benazir Income Support Programme (BISP)**, Government of Pakistan, having its office situated at **F-Block, Pak. Secretariat, Islamabad**, hereinafter shall be termed as "**PURCHASER**", which expression shall include the successors in office, permitted assigns and legal representatives.

#### A N D

**M/s----**, a firm duly registered with -----bearing number -----and has never been declared as defaulter by any authority or forum, having its registered office at---(Hereinafter referred to as "**SUPPLIER**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interests, administrators and/or assignees)

WHEREAS the Purchaser invited tender for Supply, Installation and Commissioning of 50 Numbers 3KW Solar Panel Systems and has accepted the following rates by the Supplier for the supply of requisite item, quantities, delivery schedule & rate of liquidated damages in case late deliveries of equipment:-

Sr#	Bidder Name	Item Name	Quantity	Brands/ Models	Contract Price (Inclusive of GST) PKR

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Notwithstanding, in this Contract, unless there is anything repugnant in the subject or context or even BISP Act, 2010 and in clash thereof the general laws, rules and principle words and expressions shall have the same meanings as are assigned to them in the Conditions of Contract referred to.

2. Both the parties of this Contract hereby agree that the following documents shall be read, understood and constructed as an essential and fundamental part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The Schedule of Requirements;
- (d) Technical Specification;
- (e) Price Schedule;
- (f) The Integrity Pact;



- (g) The Purchaser's Notification of Award; and,
- (h) The Bid Form and the Price Schedule submitted by the Bidder.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser and shall be bound to provide the Goods or services set right, resolve, redress, remedy, and cure the complaints, deficiencies, defect(s), shortcomings, or flaw(s) therein in conformity with the provisions of the Contract, failing which, the payments or charges shall be withheld, accordingly, and no additional cost shall be made to the Supplier.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying/resolving 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 first above written.

**PARTIES**

For and on behalf of '**Purchaser/BISP**'

For and on behalf of  
'**SUPPLIER**'/

**Name:**  
**Designation:**  
**CNIC:**

**Name:**  
**Designation:**  
**CNIC:**

**WITNESSES**

**Name:**  
**Designation:**  
**CNIC:**

**Name:**  
**Designation:**  
**CNIC:**

## 4. Form of Performance Security

To: [Name& Address of the Procuring Agency]

Whereas [Name of Bidder] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of goods] (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount for the complete duration of the contract i.e. **Three Years** as a Security for compliance with the Service Provider's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Service Provider a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you ,on behalf of the Service Provider , 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 Service Provider to be in default under the Contract and without argument, any sum or sums 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 the \_\_\_\_\_day of \_\_\_\_\_,20

Signature and Seal of the Guarantors/ Bank

Address Date

## 5. Form of Integrity Pact

Contract No. 1-102/Proc./Solar Panel/BISP/2021

Dated

Contract Value:

[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.

2. 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.

3. [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.

4. [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.

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

Name of Purchaser: .....

Name of Supplier: .....

Signature: .....

[Seal]

Signature: .....

[Seal]

## 6. Manufacturer's Authorization Letter

[See Clause 12.2 (a) of the Instructions to Bidders]

### Manufacturer's Authorization Letter/Form

WHEREAS *[name of the Principal Manufacturer]* who are official manufacturers of *[name and/or description of the goods]* having factories/outlet in *[address of factory]*

We hereby declare that *[name and address of Agent]* is our Partner/Agent/Distributor/Reseller for (Goods Name) who is authorized to negotiate and sign the Contract for the above goods manufactured by us.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm. All the warranty and post-warranty services will be provided by one of our service centers through the above firm. For this moment we have \_\_\_\_\_official centers in Pakistan

---

*[signature for and on behalf of Principal Manufacturer ]*

**Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Principal Manufacturer. It should be included by the Bidder in its bid.**

## **Part Two**

### **Section I.**

#### **General Conditions of Contract**

## General Conditions of Contract

<b>1. Definitions</b>	<p>Notwithstanding, in this Contract, unless there is anything repugnant in the subject or context or even BISP Act, 2010 and in clash thereof the general laws, rules and principle shall apply, the following terms shall have the meaning ascribed thereto as provided below:-</p> <ul style="list-style-type: none"><li>(a) "The Contract" means the agreement entered into between the Purchaser 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. satisfactory</li><li>(b) "The Contract Price" means the price which shall be payable to the Supplier under the Contract pursuant to the rates agreed at the time signing the contract subject to proper / satisfactory performance of its contractual obligations.</li><li>(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.</li><li>(d) "The Services" means those services ancillary 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, and other such obligations of the Supplier covered under the Contract.</li><li>(e) "GCC" means the General Conditions of Contract contained in this section.</li><li>(f) "SCC" means the Special Conditions of Contract.</li><li>(g) "The Purchaser" means the organization purchasing the Goods, as named in SCC.</li><li>(h) "The Purchaser's country" is the country named in SCC.</li><li>(i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.</li></ul>
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	<p>(j) "BISP" means the Benazir Income Support Programme established under the Benazir Income Support Programme Act, 2010 (Act No. XVIII of 2010) or its successors, legal representatives and permitted assignees.</p> <p>(k) "The Project Site," where applicable, means the place or places named in SCC.</p> <p>(l) "Day" means calendar day.</p>
<b>2. Application</b>	2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
<b>3. Standards</b>	3.1 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.
<b>4. Inspections and Tests</b>	<p>4.1 The Purchaser 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 Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.</p> <p>4.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.</p>

	4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.
<b>5. Packing</b>	<p>5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. 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.</p> <p>5.2 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 Purchaser.</p>
<b>6. Delivery and Documents</b>	<p>6.1 Delivery of the Goods shall be made by the Supplier in accordance with the Schedule of Requirements.</p> <p>6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation &amp; delivery charges, insurances &amp; warranties, if any, etc.</p>
<b>7. Transportation</b>	7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
<b>8. Warranty</b>	8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and 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 Purchaser's specifications) or from any act or omission of the Supplier, that



	<p>may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>8.2 Unless otherwise specified in the Special Conditions of Contract, the warranty shall remain valid for three (03) years after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.4 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 Purchaser.</p> <p>8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser 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 Purchaser may have against the Supplier under the Contract.</p>
<p><b>9. Payment</b></p>	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.</p> <p>9.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>
<p><b>10. Prices</b></p>	<p>10.1 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 or in the Purchaser's request for bid validity extension, as the case may be.</p>

<p><b>11. Change Orders</b></p>	<p>11.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of packing;</li> <li>(b) the place of delivery.</li> </ul> <p>11.2 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) working days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<p><b>12. Contract Amendments</b></p>	<p>12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p><b>13. Assignment</b></p>	<p>13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.</p>
<p><b>14. Performance Security</b></p>	<p>14.1 Performance Guarantee: The Supplier, within 10 days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 10% of the total Contract amount valid for three years on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract.</p> <p>14.2 Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause 14.1 above.</p> <p>14.3 Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.</p>

<p><b>15. Delays in the Supplier's Performance</b></p>	<p>15.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>15.2 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 Purchaser 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 Purchaser 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.</p> <p>15.3 Except as provided under GCC Clause 18, 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 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.</p>
<p><b>16. Liquidated Damages</b></p>	<p>16.1 Subject to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods or to perform the Services, as per satisfaction of BISP or within the period specified in this Contract, the Purchaser 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 for late delivery for each day up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 17.</p>
<p><b>17 Termination for Default</b></p>	<p>17.1 The Purchaser, 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:</p> <ul style="list-style-type: none"> <li>(a) if the Supplier fails to deliver any or all of the Goods within the period specified in this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15.2; or</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</li> </ul>

	<p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; 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, non-competitive levels and to deprive the procuring agencies 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.</p> <p>17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser 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 Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p><b>18. Force Majeure</b></p>	<p>18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>18.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>

	<p>18.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.</p>
<p><b>19. Resolution of Disputes</b></p>	<p>19.1 The Purchaser 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.</p> <p>19.2 If negotiations fails or the Purchaser 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 manner and/or arbitration subject to approval of the Competent Authority, BISP.</p>
<p><b>20. Governing Language</b></p>	<p>20.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, 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.</p>
<p><b>21. Applicable Law</b></p>	<p>21.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.</p>
<p><b>22. Notices</b></p>	<p>22.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.</p> <p>22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
<p><b>23. Taxes and Duties</b></p>	<p>23.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p>

**Part Two – Section II.**

**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.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—**The Purchaser is:** Benazir Income Support Programme, Government of Pakistan

GCC 1.1 (h)—**The Purchaser's country is:** Islamic Republic of Pakistan.

GCC 1.1 (k)—**The Project Site is:** Benazir Income Support Programme, BISP Secretariat, F. Block, Pak. Secretariat, Islamabad.

### 2. Inspections and Tests (GCC Clause 4)

GCC 4.1—**Inspection and tests prior to supply of Goods and at final acceptance are as follows:**

The Purchaser or its representatives shall have the right to inspect and or to test the supplies to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. Final inspection of goods will be carried out on receipt of goods at sties of delivery and payments shall be made against the complete Supply, Installation, Commissioning & Inspection Report duly signed by the purchaser on acceptance of goods.

### 3. Packing (GCC Clause 5)

GCC 5.2 – **Packing & accessories:** The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. Manufacturer's original Operating Manual must be provided.

### 4. Warranty (GCC Clause 8)

GCC 8.2— In partial modification of the provisions, the replacement/warranty/subscription period of the supplied items **shall remain valid till the warranty/subscription period as mentioned under Technical Specifications of the respective items** from date of acceptance of the supplies.

**GCC 8.4 & 8.5—The period for correction of defects in the warranty period is:**

The period for **ONSITE** correction of defects in the warranty period is Next Business Day response and within three days resolution of the problem or issue faced by the Solar Panel Systems.

**5. Payment (GCC Clause 9)**

GCC 9.1 & 9.3 —The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment for Goods supplied:**

Payment shall be made only in Pak. Rupees in the following manner:

- (i) **100% payment:** The invoice amounting to PKR ..... shall be submitted by the Supplier within 15 days of complete supply, installation and commissioning of all 50 Solar Panel Systems. The invoice along with supported documents should be duly verified by the BISP Administration Wing which shall be processed within thirty (30) working days by the purchaser.

A copy of the sales tax, must be submitted along with the invoice besides receipt of original documents , in duplicate duly completed in all respect. In case GST is not applicable on the Goods to be procured, the Bidder shall provide the documentary evidence to the said effect issued from the Competent Authority.

Tax(s) if any, shall be deducted at source as per applicable taxation laws, while making the payments to the Supplier.

**6. Prices (GCC Clause 10)**

GCC 10.1—**Prices shall be:** Fixed.

**7. Performance Guarantee (GCC Clause: 14)**

The Supplier ,within 10 days of Notification of Award shall provide to the Purchaser a Performance Guarantee (***valid till expiry of the contract i.e. for three years***) from any scheduled Bank of Pakistan equivalent to 10% of the total Contract amount in the shape of unconditional Bank Guarantee on the prescribed format as provided in the Bidding document.

The Bidder's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with provision mentioned above.



Failure to submit a Performance Guarantee shall result in to forfeiture of Bid Security and Cancellation of Contract.

The Performance Bank Guarantee shall be released upon satisfactory completion of the contract including three years warranty obligation.

#### **8. Liquidated Damages (GCC Clause 16)**

GCC 16.1—**Applicable Rate:** The applicable rates on account of unperformed Services including change of defective/sub-standard items as per the scope of the work, etc., shall be 0.2% per week of the unperformed services/undelivered portion of supplies/unresolved issues of the respective years of the warranty and up to maximum 10 % of the contract price OR

In the event that the Supplier does not administer the contract in whole or in part, BISP shall procure, upon such terms and in such manner as it deems appropriate, and without reference to the Supplier, services similar to those undelivered, and the tenderer shall be liable to BISP for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the tenderer or shall be deducted from the Performance Guarantee. Non-performance shall also include: a) Failure by the Supplier to adhere to the set implementation timelines b) Failure by the Supplier to offer services/uptime as stipulated in the scope of work.

#### **9. Termination for Default (GCC Clause17)**

- If during the currency of the period it is found that supplier's performance is sub – standard or defective or not as per the scope of the work, If the Supplier fails to perform the services within the period specified in this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15.2;
- If the Supplier fails to perform any other obligation(s) under the Contract or
- If the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract,
- the contract will be cancelled and Security Deposit/Performance Guarantee will be forfeited and the Supplier may also be blacklisted.

#### **10. Resolution of Disputes (GCC Clause 19)**

GCC 19.2—**The dispute resolution mechanism to be applied pursuant to GCC Clause 19.2 shall be as follows:**

In the case of a dispute between BISP and the Supplier, the dispute shall be addressed and settled in accordance with the procedures defined by BISP to this effect besides invoking provision of Public Procurement Rules, 2004 and the relevant laws of the Islamic Republic of Pakistan.

#### **11. Governing Language (GCC Clause 20)**

GCC 19.1—**The Governing Language shall be:** English.

**12. Notices (GCC Clause 23)**

GCC 21.1—**Purchaser’s address for notice purposes:**

Director (Administration)  
Benazir Income Support Programme  
F-Block, Pak. Secretariat, Islamabad

**—Supplier’s address for notice purposes:**

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