

Tender Fee Rs.500/-



TENDER DOCUMENT

FOR

INSTALLATION OF SOLAR SYSTEM AT PCRWR REGIONAL OFFICE KARACHI

Address:

Pakistan Council of Research in Water Resources,
Main University Road, Karachi.

Website: <http://www.pcrwr.gov.pk>

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Telephone: 021-34028062, 99333717-8

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INSTRUCTIONS TO TENDERERS

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

A. GENERAL

IT.1 Scope of Tender & Source of Funds

1.1 Scope of Tender

The Regional Director, PCRWR as defined in the Tendering Data (hereinafter called "the Employers") wish to receive tenders for the Installation of 12 KW Solar System at PCRWR Regional Office Karachi, summarized in the Tendering Data (hereinafter referred to as "the Works").

Tenderers should quote for the materials specified with accessories, consumables and country of origin.

The bids must be quoted in Pak Rupees on FOR basis/FOR (Free delivery to PCRWR) and submitted to the undersigned by **04 March, 2024 at 11:00 Hrs.**

The tenders will be opened on the same date at 1130 hrs.

IT.2 Eligible Tenderers

- 2.1 Tendering is open to all the eligible firms and persons. The tenderer should be manufacturer / authorized distributor / authorized dealer / authorized agent/supplier/registered firm/company have the financial, technical capability necessary to supply & installation of 12 KW Solar system at PCRWR Regional Office Karachi and provide the services as indicated in the Tendering data, after sales services of items and designated engineers/technicians. The tenderers have PEC registration certificate, Sales Tax Registration Certificate, National Tax Number, SRB registration certificate.

IT.3 Cost of Tendering

- 3.1 The tenderer shall bear all costs associated with the preparation and submission of its tender and PCRWR will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

B. TENDER DOCUMENTS

IT.4 Contents of Tender Documents

- 4.1 The Tender Documents are those stated below and should be read in conjunction with any Addendum issued in accordance with Clause IT.6.1.
1. Instructions to Tenderers & Tendering Data
 2. Forms of Tender
 3. Standard Forms:
 - (i) Form of Performance Security
 - (ii) Form of Contract Agreement
 4. Specification

IT.5 Clarification of Tender Documents

- 5.1 A prospective tenderer requiring any clarification(s) in respect of the Tender Documents may notify the Regional Director PCRWR against subject **“Installation of 12 KW Solar System at PCRWR Regional Office Karachi”** at the address indicated in the Tendering Data.
- 5.2 The PCRWR will respond to any request for clarification which it receives earlier than 10 days prior to the deadline for the submission of tenders. Copies of the response will be forwarded to all prospective tenderers, at least 5 days prior to deadline for submission of Tenders, who have received the Tender Documents including a description of the enquiry but without identifying its source.

IT.6 Amendment of Tender Documents

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

C. PREPARATION OF TENDERS

IT.7 Language of Tender

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

IT.8 Documents Comprising the Tender

8.1 The tender prepared by the tenderer shall comprise the following components:

- (a) Covering Letter
- (b) Form of Tender duly filled, signed and sealed, in accordance with Clause IT.I4.3.
- (c) Tender Security furnished in accordance with Clause IT.I3.
- (d) Power of Attorney in accordance with Clause IT 14.5.
- (e) Documentary evidence in accordance with Clause IT.II
- (f) Documentary evidence in accordance with Clause IT.I2.

IT.9 Sufficiency of Tender

9.1 Each tenderer shall satisfy himself before Tendering as to the correctness and sufficiency of his Tender and of the rates and prices entered in the Price Schedule, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary.

9.2 The tenderer is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the tender and entering into a Contract for execution of the Works

IT.10 Tender Prices, Currency of Tender and Payment

10.1 The tenderer shall fill up the Schedule of Prices (Schedule A to Tender) indicating the unit rates and prices of the Works to be performed under the Contract. Prices on the Schedule of Prices shall be entered keeping in view the instructions contained in the Preamble to the Schedule of Prices.

10.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the tenderer shall remain fixed during the tenderer's performance of the Contract and not subject to variation on any account.

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

10.4 **The tenderer will provide the total cost indicating all applicable taxes.**

IT.11. Documents Establishing Tenderer's Eligibility and Qualifications

- 11.1 Pursuant to Clause IT.8, the tenderer shall furnish, as part of its tender, documents establishing the tender's eligibility to tender and its qualifications to perform the Contract if its tender is accepted.
- 11.2 Tenderer must possess and provide evidence of the experience as stipulated in Tendering Data.

IT.12. Documents Establishing Works Conformity to Tender Documents

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

IT.13 Tender Security

- 13.1 Each tenderer shall furnish, as part of his tender, a Tender Security of 2% of the bid price in Pak. Rupees in the form of a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Employer valid for a period 28 days beyond the tender validity date.
- 13.2 Any tender not accompanied by an acceptable Tender Security shall be rejected by the Employer as non-responsive.
- 13.3 The tender securities of unsuccessful tenderers will be returned upon award of contract to the successful tenderer or on the expiry of validity of Tender Security whichever is earlier.
- 13.4 The Tender Security of the successful tenderer will be returned when the tenderer has furnished the required Performance Security, pursuant to Clause IT.21 and signed the Contract Agreement, pursuant to Clause IT.20.2.

13.5 The Tender Security may be forfeited:

- (a) If a tenderer withdraws his tender during the period of tender validity;
- (b) If a tenderer does not accept the correction of his Tender Price, pursuant to Sub-Clause 16 .4 (b) hereof; or
- (c) In the case of a successful tenderer, if he fail to:

- (i) Furnish the required Performance Security in accordance with Clause IT.21, or
- (ii) Sign the Contract Agreement, in accordance with Clause IT.20.2

IT.14 Validity of Tenders, Format, Signing and submission of Tender

- 14.1 Tenders shall remain valid for the period of 120 days as stipulated in the Tendering Data after the date of tender opening.
- 14.2 All Schedules to Tender are to be properly completed and signed.
- 14.3 No alteration is to be made in the Form of Tender except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the tender may be rejected.
- 14.4 Each tenderer shall prepare Original and number of copies specified in the Tendering Data of the documents comprising the tender as described in Clause IT.8 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 14.5 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the tenderer to act for and on behalf of the tenderer. All pages of the tender shall be initialized and official seal be affixed by the person or persons signing the tender
- 14.6 The Tender shall be delivered in person or sent by registered mail at the address to employer as given in Tendering Data.

D-SUBMISSION OF TENDER

IT.15 Deadline for Submission, Modification & withdrawal of Tenders

- 15.1 Tenders must be received by the PCRWR at the address/provided in Tendering Data not later than the time and date stipulated therein.
- 15.2 Tenders submitted through telegraph, telex, fax or e-mail shall not be considered.
- 15.3 Any tender received by the Employer after the date and time of tender opening prescribed in Tendering Data will be returned unopened to such tenderer.

- 15.4 Any tenderer may modify or withdraw his tender after tender submission provided that written notice of the modification or withdrawal is received by the Employer prior to the deadline for submission of tenders.
- 15.5 No tender may be modified by a tenderer after the deadline for submission of tenders. Withdrawal of a tender during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender may result in forfeiture of the Tender Security pursuant to Clause IT.13.5(a).

E. TENDER OPENING AND EVALUATION

IT.16 Tender Opening & Clarification and Evaluation

- 16.1 The PCRWR will open the tenders, in the presence of tenderers' representatives who choose to attend, at the time, date and location stipulated in the Tendering Data.
- 16.2 The tenderer's name, Tender Prices, any discount, the presence or absence of Tender Security, and such other details as the Regional Director, PCRWR at its discretion may consider appropriate, will be announced by the PCRWR at the tender opening.

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

- 16.3 To assist in the examination, evaluation and comparison of Tenders the PCRWR may at its discretion ask the tenderer for a clarification of its Tender. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted.
- 16.4 (a) Prior to the detailed evaluation, pursuant to Sub-clause IT.16.7 to 16.9, the PCRWR will determine the substantial responsiveness of each tender to the Tender Documents. For purpose of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the Tender Documents without material deviations. It will include determining the requirements listed in Tendering data.
- (b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Tender price entered in Form of Tender and the total shown in Schedule of Prices-

Summary, the amount stated in the Form of Tender will be corrected by the PCRWR in accordance with the Corrected Schedule of Prices.

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

- 16.5. A Tender determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the tenderer by correction of the non-conformity.
- 16.6 Any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation may be waived by PCRWR, provided such waiver does not prejudice or affect the relative ranking of any other tenderers.
- 16.7 The Technical Evaluation Committee, PCRWR will evaluate and compare only the tenders previously determined to be substantially responsive pursuant to Sub-clauses IT.16.4 to 16.6. as per requirements given hereunder. Tenders will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Tender Price pursuant to Sub-Clause 16.8 herein below.

(a) Technical Evaluation

It will be examined in detail whether the items offered by the tenderer complies with the Technical Provisions of the Tender Documents. For this purpose, the tenderer's data submitted will be compared with technical features/criteria of the Tendering Data detailed in the Technical Provisions. Other technical information submitted with the tender regarding the Tendering Data will also be reviewed.

(b) Commercial Evaluation

It will be examined in detail whether the tenders comply with the commercial/contractual conditions of the Tender Documents. It is expected that no major deviation/stipulation shall be taken by the tenderers.

16.8 Evaluated Tender Price

In evaluating the tenders, the tender committee will determine for each tender in addition to the Tender Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Tender Price:

- (i) Making any correction for errors pursuant to Sub-Clause 16.4 hereof.
- (ii) Making an appropriate price adjustment for any other acceptable variation or deviation.
- (iii) Making an appropriate price adjustment for Deviations in terms of Payments (if any and acceptable to Technical Evaluation Committee, PCRWR).

16.9 Evaluation Methods

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

- Technical soundness (50%)
 - 50 marks for relevant experience for the last three years.
 - 30 marks for relevant manpower/technical hands
 - 20 marks for relevant equipment/machinery/.
- Financial (50%)
 - Lowest price submitted: 100 marks
 - 2nd lowest price submitted: 90 marks
 - 3rd lowest price submitted: 80 marks
 - Further lowest bidder will be ranked with 10 less marks in descending order

The tenderer/ bidder will provide past performance of the last 3 years along with supporting documents (work orders and performance certificates) and current commitments for technical scrutiny.

(i) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical noncompliance will be added to the Corrected Total Tender Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other tenderers being evaluated in detail in their original Tenders for corresponding item. In case of non-availability of price from other tenderers, the price will be estimated by the Regional Director, PCRWR.

(ii) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Tender Schedules and Conditions of Contract, as determined by the Regional Director, PCRWR will be added to the Corrected Total Tender Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Tender Prices.

(iii) Price Adjustment for Deviation in Terms: If Payments Refer to Tendering Data

IT.17 Process to be Confidential

17.1 Subject to Clause IT. 16.3 heretofore, no tenderer shall contact the Regional Director, PCRWR on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded.

- 17.2 Any effort by a tenderer to influence the Regional Director, PCRWR, /Tender evaluation committee in the Tender evaluation, Tender comparison or Contract Award decisions may result in the rejection of his Tender.

F. AWARD OF CONTRACT

IT.18. Post-Qualification

- 18.1 In the absence of pre-qualification, the Regional Director, PCRWR will determine to its satisfaction whether the substantially responsive, fulfilling technical requirements and is the lowest evaluated tenderer is qualified to satisfactorily perform the Contract.
- 18.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted under Clause IT.11, as well as such other information as the Regional Director, PCRWR deems necessary and appropriate.

IT.19 Award Criteria &Employer's Right

- 19.1 Subject to Sub-clause IT.19 .2, the Regional Director, PCRWR will award the Contract to the tenderer whose tender has been determined to be substantially responsive to the Tender Documents fulfilling all technical specification and who has offered the lowest evaluated Tender Price, provided that such tenderer has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of Clause IT. 18.
- 19.2 Notwithstanding Sub-clause IT.19.1, the PCRWR reserves the right to accept or reject any tender, and to annual the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the PCRWR's action.

IT.20 Notification of Award & Signing of Contract Agreement

- 20.1 Prior to expiration of the period of tender validity prescribed by the PCRWR, the PCRWR will notify the successful tenderer in writing ("Letter of Acceptance") that *his* tender has been accepted.
- 20.2 Within 7 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the PCRWR will send the successful tenderer the Form of Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.

IT.21 Performance Security

- 21.1 The successful tenderer shall furnish to the PCRWR a Performance Security in the form of bank draft/Pay order the amount stipulated in the Conditions of Contract within a period of 14 days after the receipt of Acceptance.
- 21.2 Failure of the successful tenderer to comply with the requirements of Sub-clauses IT.20.1 & 20.2 or clause 21 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security.

IT.22 G.Tendering Data

SCOPE OF SUPPLY & SERVICES:

The supply and installation of 12 KW Solar System at PCRWR Regional Office Karachi includes following items/Jobs as under;

S.No.	Description	Qty/Unit /Job	Unit Cost (Rs.)	Total Amount (Rs.)
1.	Solar Panel Tier 1 with following specifications (12KW) Manufacturing firm () Warranty Period (Minimum 20 years) Cell Type (Mono perc ($\geq 500W$)) Module Efficiency (20%) Open Circuit Voltage (43-48 V) Short Circuit Current (7-9.5 A) Maximum Power Voltage (V_{mp}) (35-40 V) Maximum Power Current (I_{mp}) (6-9 A) Temperature Coefficient of I_{sc} (0.04 to 0.07 %) Temperature Coefficient of V_{oc} (-0.35 to -0.30) Temperature Coefficient (P_{max}) (-0.42 to -0.39%) Maximum System Voltage (1000V DC) Maximum series fuse rating (15-20 A)	01		
2.	Solar Inverter (12 KW) with Breakers/Distribution Box and hanging arrangement, complete in all aspects (PV disconnect) Model (if any) () Manufacturing firm () Origin of Assembly () MPPT Voltage Range (250VDC ~780VDC)	01		
3.	Supply of Cables and its accessories, Breakers, Junction Boxes	01		
4.	Installation and Supply of Elevated Solar Structure (Mild Steel (MS) girders, columns, base plates with color coating) (Complete structure designed and installed as per required solar panels and area). Cost Include all allied items including	01		

	Civil works for foundation, anchor bolts etc. Complete in all respect for 12 KW system			
5.	Labor Charges for installation and fixing of Solar System including all piping materials, fixing accessories, loose tools, lugs etc. Cost includes service/labor charges for all scope of provision and installation of solar system with necessary cabling, fittings and other allied works.	01		
Total Cost including all applicable taxes (Rs.)				

PERFORMANCE GUARANTEE

- The performance period will be six months, which will start from the date of completion of the work in all respect.
- The successful bidder(s) is/are required to furnish a performance guarantee, equivalent to 10% of the contract amount within 14 days of issue of supply order/award of contract. Otherwise, equivalent amount will be retained from payment for performance period. This amount will be treated as compensation for any loss resulting from the supplier's failure to complete its obligation.
- Performance guarantee/security will be forfeited in case of failure to successfully complete the performance period.

COMPLETION PERIOD

The allotted work should be completed within specified period of 20 days after the receipt of work order. If work is not completed within the allocated time period, then the contractor has to pay delay charges @ 0.01% of the total cost of the work for each delayed day.

The bidder will be responsible for complete execution of the work and for its free repair services during six months' performance period.

MODE OF PAYMENT

No advance payment will be made to any firm against any supply /work order in any case. No such demand will be entertained and failure to execute work against supply order will lead to forfeiture of the earnest money. Payment shall be made in the form of cross-cheque, which shall be issued, after receipt of inspection report.

The payment against supply items and or work (Serial No 1 to 5) 90% will be released on completion of the entire work and after acceptance of inspection report, prevailing regular government taxes for supply and services shall be applicable.

However; 10% payment will be released after completion of performance period (six months).

PRICES

Prices charged by the bidder for goods delivered and services performed under the contract shall not exceed from the prices quoted in its bid(s).

EVALUATION CRITERIA

The bids would be evaluated based upon their technical soundness with the Terms and Conditions set forth in this document. The lowest quoted bid as a whole meeting technical requirement will be selected.

GUARANTEE/WARRANTY

The warrantee period is six months which will start of day of completion of all work, In case of failure; the same will be arranged from the security amount.

The procuring agency may cancel the tender as per PPRA rules. PPRA rules and other prevailing government rules shall be applicable.

The representative of PCRWR, or designated Field Engineer, may examine any item, equipment, material, supplies and/or services to be provided under this contract, at any time prior to expiry of this contract. He may reject or require alteration thereto or replacements thereof as a condition of acceptance. The findings shall be conclusive except with respect to defects or fraud, which may appear later. Accomplishment and/or execution of each item of work (total or a part thereof) shall be considered subject to the verification of Field Engineer designated by the PCRWR for work accomplishment.

GENERAL INFORMATION ABOUT THE CONTRACTOR/FIRM

- 1- Name of the Firm: _____
- 2- Main Line or Business: _____
- 3- Type of Organization: _____
- 4- Phone No(s) _____
- 5- Mailing Address: _____
- 6- Fax No. _____
- 7- E-mail _____
- 8- Contact Person: _____
- 9- Income tax and sales tax numbers-----

SIGNATURE & SEAL OF CONTRACTOR/FIRM

**IT-23. INSTRUCTIONS TO TENDERERS
(CLAUSE REFERENCE)**

INSTRUCTIONS TO TENDERERS (CLAUSE REFERENCE)

23.1 **Name:** Pakistan Council of Research in Water Resources Islamabad

Address:

Regional Director,
Pakistan Council of Research in Water Resources
Main University road, Behind Naseer Tower, Near KW&SB
Reservoir, Gulistan-e- Johar, Block-1, Karachi
Phones: (92-21)34028062, 99333717-8
E-mail: pcrwr.karachi@gmail.com

23.2 Tender shall be quoted entirely in Pak. Rupees. The items to be imported for this tender should be quoted in Pak Rupees only. The payment shall be made to the supplier in Pak. Rupees.

The tenderer will provide the total cost indicating all applicable taxes.

- a. The tenderer / manufacturer / distributor / authorized dealer / agents have the financial, technical capability necessary to supply Solar System Instruments / Accessories / Consumables & Miscellaneous Items.
- b. Tender validity is 120 days, after issuance of work order(s) at PCRWR, Pakistan Council of Research in Water Resources, Main University Road, Karachi at their own expenses and even at short notice if needed. Payment will be made after full satisfaction of work. Delivery/completion of work will be in accordance to No. of days specified in the work / supply order.
- c. If supplied items are found sub-standard or in-genuine, the contract will be cancelled and Security Deposits will be forfeited and the Firm will also be blacklisted.
- d. The Firms/companies must have Sales Tax Registration Certificate, National Tax Number, SRB registration and Vender Number and have proper offices, shops/stores preferably in Karachi as well as facilities of telephone/fax and email.
- e. Submission of any false statement/documents including concealing of information is likely to disqualify the bidder.
- f. This Institute reserves the right to accept or reject any or all tenders without assigning any reason in accordance with rule 33(1) of PPRA-2004.

23.3 (a) A detailed description of the Works, essential technical and performance characteristic.

(b) Complete set of technical information, description data, literature and drawings as required in accordance with Tendering Data, Specific Works Data. This will include but not be limited to a sufficient number of drawings, photographs, catalogues, illustrations

and such other information as is necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the works to be performed.

23.5 Amount of Tender Security

2% of the quoted price

23.6 Period of Tender Validity

120 days from the date of tender opening.

23.7 Number of Copies of the Tender to be submitted

One original plus 1 copy.

23.8 (a) PCRWR Address for the Purpose of Tender Submission

Regional Director
PCRWR Regional Office, Main University Road, Behind Naseer
Tower, Near KW&SB Reservoir, Gulistan-e-Johar, Block-1,
Karachi.
Tel. No: 021-34028062, 99333717-8
Email: pcrwr.karachi@gmail.com

(b) Warning

DO NOT OPEN BEFORE: 04.03. 2024.

23.9 Deadline for Submission of Tenders

11:00 AM, 04.03. 2024

23.10 Venue, Time, and Date of Tender Opening

PCRWR Regional Office,
Main University Road, Behind Naseer Tower,
Near KW&SB Reservoir, Gulistan-e-Johar, Block-1, Karachi.

Time: 11:30 AM

Date: 04.03. 2024

23.11 Responsiveness of Tenders

- (i) The Tender is valid till required period,
- (ii) The Tender prices are firm during currency of contract.
- (iii) Completion period offered is within specified limits,
- (iv) The Tenderer/Manufacturer is eligible to Tender and possesses the requisite experience,
- (v) The Tender does not deviate from basic technical requirements and
- (vi) The Tenders are generally in order, etc.

**IT-24. FORMS OF TENDER
AND
SCHEDULES TO TENDER**

SCHEDULE - TO TENDER

IT-24. FORM OF TENDER

(LETTER OF OFFER)

To: _____

Gentlemen,

1. Having examined the Tender Documents including Instructions to Tenderers, Tendering Data, Conditions of Contract, Contract Data, Specification, and Addenda Nos. _____ for the supply and services for Installation of 12 KW Solar System, we, the undersigned, being a company doing business under the name of and address _____ and being duly incorporated under the laws of Pakistan hereby offer to supply and services for Installation of 12 KW Solar System.

2.+And remedy any defects therein in conformity with the said Documents including Addenda thereto for the Total Tender Price of Rupees (_____) or such other sum as may be ascertained in accordance with the said Documents.

3. We understand that all the Schedules attached hereto form part of this Tender.

4. As security for due performance of the undertakings and obligations of this Tender, we submit herewith a Tender Security in the amount of _____ drawn in your favor or made payable to you and valid for a period of 28 days beyond the period of validity of Tender.

5. We undertake, if our Tender is accepted, to supply and services for Installation of 12 KW Solar System,. Comprised in the Contract within the time(s) stated in Contract Date.

6. We agree to abide by this Tender for the period of 120 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

7. Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

8. We undertake, if our Tender is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the Contract.

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

10. We do hereby declare that the Tender is made without any collusion comparison of figures or arrangement with any other person or persons making a Tender for the Works.

Dated this _____ day _____ Signature _____ in the capacity of _____ duly authorized to sign tenders for and on behalf of

(Name of Tenderer in Block Capitals)

Address:

Witness:

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the “Agreement”) made on the ____ day of ---- between REGIONAL DIRECTOR, PCRWR, KARACHI (hereinafter called the “Employer”) of the one part and _____ (hereinafter called the “Contractor”) of the other part.

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

NOW this Agreement witness as follows:

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

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

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)