

**BIDDING DOCUMENT**  
**SUPPLY AND INSTALLATION**

**REQUEST FOR PROPOSAL**

**RETROFITTING OF ENERGY IN-EFFICIENT  
APPLIANCES WITH ENERGY EFFICIENT  
APPLIANCES IN NISHTAR HOSPITAL AND  
MEDICAL UNIVERSITY, MULTAN**

Single Stage Two Envelope  
(In-line with PPRA Rules 2014)

Issued on: November 01, 2019



**Punjab Energy Efficiency & Conservation Agency,  
Energy Department, Govt. of the Punjab, Lahore**





## Invitation for Bids

Dated: \_\_\_\_\_

Punjab Energy Efficiency and Conservation Agency (PEECA), Lahore now invites sealed bids from eligible bidders, for the Retrofitting of Energy In-Efficient Appliances with Energy Efficient Appliances in Nishtar Hospital and Medical University, Multan, summarized below:

Sr. #	Description	Qty.
1.	Replacement of Conventional Lights with LEDs	11,892
2.	Replacement of Conventional Fans with 3 star Fans	4,280

The detailed scope of work is provided in Section III Schedule of Requirements Part-I.

- Bidding shall be conducted through Open Competitive Bidding (Single Stage-Two Envelope) procedures specified in the PPRA rules 2014 (amended), and is open to all eligible bidders as defined in the bidding document
- Interested eligible bidders may obtain bidding documents and further information from the office of PEECA.
- The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Bidding Documents.
- Sealed Bids must be delivered to the above office **on or before 11:00AM on November 19, 2019** and must be accompanied by a **Bid Security of PKR 1.350 Million** in the form of Bank Guarantee/Demand Draft/CDR/Pay Order as per PPRA Rule # 27 which states *"The procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated price"*
- Bids will be opened in the presence of bidders' representatives who choose to attend at 11:30 AM in the Office of PEECA, on the same date i.e. November 19, 2019.**
- The estimated cost for **Retrofitting of Energy Inefficient Appliances with Energy Efficient Appliances in Nishtar Hospital and Medical University, Multan** is **PKR 65.36 Million.**
- The bidders are requested to give their best and final prices as no negotiations are permissible as per PPRA Rules and regulations.
- Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided.
- For obtaining any further information or clarifications, please contact the person named below:



**Manager Legal**

Punjab Energy Efficiency and Conservation Agency (PEECA)  
48 A, (Second Floor) Ghalib Road, Block C II,  
Gulberg III, Lahore

For queries: [peeca.qu@energy.punjab.gov.pk](mailto:peeca.qu@energy.punjab.gov.pk)  
[Ph: 042-99268362-3](tel:042-99268362-3)



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## Part-I

### Section I. Instructions to Bidders

#### A. Introduction

- 1. Source of Funds**
  - 1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued.
  
- 2. Eligible Bidders**
  - 2.1 This Invitation for Bids is open to all contractors, except as provided hereinafter.
  - 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 Procuring Agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of supply and installation to be procured under this Invitation for Bids.
  - 2.3 Government-owned enterprises 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 Government.
  - 2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).
  
- 3. Eligible Goods and Services**
  - 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)*, and all expenditures made under the contract will be limited to such goods and services.
  - 3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.



- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.
- 3.4 The specification of the goods required is provided in the Technical Specification.
- 4. Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Employer,” 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**

- 5. Content of Bidding Documents**
- 5.1 The supply and installation required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
  - (b) Bid Data Sheet
  - (c) Schedule of Requirements
  - (d) Technical Specifications
  - (e) Bid Submission Form
  - (f) Price Schedules
  - (g) Contract Form
  - (h) Performance Security Form
  - (i) General Conditions of Contract (GCC)
  - (j) Special Conditions of Contract (SCC)
- 5.2 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 every respect will be at the Bidder’s risk and may result in the rejection of its bid.
- 6. Clarification of Bidding Documents**
- 6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by email at the Employer’s address indicated in ITB Clause 19.1. The Employer will respond in writing to any request for clarification of the bidding documents which it receives no later than **three (3) days** prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Employer’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have



received the bidding documents.

- 7. Amendment of Bidding Documents**
- 7.1 At any time prior to the deadline for submission of bids, the Employer, 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.
- 7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.
- 7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer, at its discretion, may extend the deadline for the submission of bids.

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

- 8. Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
- 9. Documents Comprising the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
  - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
  - (d) bid security furnished in accordance with ITB Clause 15.
- 10. Bid Form**
- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their



country of origin, quantity, and prices.

## 11. Bid Prices

- 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the supply and installation it proposes to retrofit under the contract.
- 11.2 Prices indicated on the Price Schedule shall be **inclusive of all applicable taxes**.
- 11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Employer and will not in any way limit the Employer's right to contract on any of the terms offered.
- 11.5 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, pursuant to ITB Clause 24.

## 12. Bid Currencies

- 12.1 Prices shall be quoted in **Pak Rupees**.

## 13. Documents Establishing Bidder's Eligibility and Qualification

- 13.1 Pursuant to ITB Clause 9, 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.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Employer's satisfaction:
- (a) that, in the case of a Bidder offering to Retrofit under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to retrofit in Pakistan;
  - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a Bidder not doing business within





Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Contractor's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

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

**14. Documents  
Establishing  
Goods'  
Eligibility and  
Conformity to  
Bidding  
Documents**

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to retrofit under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a **certificate of origin**.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the technical and performance characteristics of the goods and are compliant with the technical specifications as provided in the Section IV of Part 1 as Technical Specifications.
- (b) an item-by-item commentary on the Employer's Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Employer in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.



## 15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Employer against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The Bank Guarantee shall be in **PKR** and must be **valid for thirty (30) days beyond the validity of bid.** (Format annexed)
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Employer as nonresponsive, pursuant to ITB Clause 24.
- 15.5 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 Employer pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 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:
    - (i) to sign the contract in accordance with ITB Clause 32;
    - or**
    - (ii) to furnish performance security in accordance with ITB Clause 33.

## 16. Period of Validity of Bids and Duration

- 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Employer, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 16.2 In exceptional circumstances, the Employer 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 email). The bid security provided under ITB Clause 15 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, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.

16.4 Total duration of assignment is mentioned in the Bid Data Sheet.

### **17. Format and Signing of Bid**

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

17.2 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.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

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

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

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

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Employer at the address given in the Bid Data Sheet; and

(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT



OPEN BEFORE, **November 19, 2019 before 11:30 AM**”  
to be completed with the time and the date specified in the  
Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 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”.

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Employer will assume no responsibility for the bid’s misplacement or premature opening.

**19. Deadline for Submission of Bids**

19.1 Bids must be received by the Employer at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Employer may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Employer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**20. Late Bids**

20.1 Any bid received by the Employer after the deadline for submission of bids prescribed by the Employer pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification and Withdrawal of Bids**

21.1 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 Employer prior to the deadline prescribed for submission of bids.

21.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

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

21.4 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 15.7.



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

### **22. Opening of Bids by the Employer**

22.1 The Employer will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Employer, 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 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) 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.

22.4 The Employer will prepare minutes of the bid opening.

### **23. Clarification of Bids**

23.1 During evaluation of the bids, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

### **24. Preliminary Examination**

24.1 The Employer 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.

24.2 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 Contractor 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.



24.3 The Employer 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.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Employer 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 **Bid Security** (ITB Clause 15), **Applicable Law** (GCC Clause 30), and **Taxes and Duties** (GCC Clause 32), will be deemed to be a material deviation. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## 25. Qualification & Evaluation of Bids

25.1 The Employer will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

25.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Employer deems necessary and appropriate.

25.3 The Employer will **technically evaluate** and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications required

25.4 The Employer's **financial evaluation** of a bid will be on Lowest Evaluated Bid inclusive of all prevailing taxes and duties.

## 26. Contacting the Employer

26.1 Subject to ITB Clause 23, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e. 10 days before



the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Employer, it should do so in writing.

26.2 Any effort by a Bidder to influence the Employer during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

#### **F. Award of Contract**

- 28. Award Criteria**
- 28.1 Subject to ITB Clause 30, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 29. Employer's Right to Vary Quantities at Time of Award**
- 29.1 The Employer 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.
- 30. Employer's Right to Accept or Reject All Bids**
- 30.1 The Employer reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Employer's action.
- 31. Notification of Award**
- 31.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 32. Signing of Contract**
- 32.1 At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.



- 32.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Employer.
- 33 Performance Security**
- 33.1 Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security (in the form of Bank Guarantee) in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Employer.
- 33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.
- 34. Corrupt or Fraudulent Practices**
- 34.1 The Procuring Agency requires that Bidders, Contractors, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency,
  - (iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;
- (b) The Procuring Agency 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) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.



## Part-I

### Section II. Bid Data Sheet

The following specific data for the supply and installation services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	Name of Procuring Agency: Punjab Energy Efficiency & Conservation Agency (PEECA), Energy Department, Government of Punjab
<b>ITB 1.1</b>	Name of Contract: <b>Retrofitting Of Energy In-Efficient Appliances With Energy Efficient Appliances in Nishtar Hospital and Medical University, Multan</b>
<b>ITB 4.1</b>	Name of Employer: <b>Punjab Energy Efficiency &amp; Conservation Agency (PEECA), Energy Department, Government of Punjab</b>
<b>ITB 6.1</b>	For clarification purposes, the Employer's address is: <b>Managing Director</b> Punjab Energy Efficiency and Conservation Agency (PEECA) 48 A, (Second Floor) Ghalib Road, Block C II, Gulberg III, Lahore For queries: <a href="mailto:peecca.qu@energy.punjab.gov.pk">peecca.qu@energy.punjab.gov.pk</a> <a href="tel:042-99268362-3">Ph: 042-99268362-3</a>  Requests for clarification shall be received by the Employer no Later than <b>3 days</b> prior submission deadline
<b>ITB 8.1</b>	Language of the bid – English

<b>Bid Price and Currency</b>	
<b>ITB 11.5</b>	The price shall be in Pak Rupees and shall be fixed.

<b>Preparation and Submission of Bids</b>	
<b>ITB 13.2</b>	a. Certificate of Incorporation of bidder's firm showing its



	location and the date of registration etc. b. NTN and GST Registration Certificate									
<b>ITB 13.3 (b)</b>	Audited Financial Reports for the last 3 financial years									
<b>ITB 13.3 (d)</b>	<p><b>Qualification requirements.</b> In addition to ITB 13.1, ITB 13.2, and ITB 13.3 (b), the potential bidder must also fulfill the following: -</p> <p><b>QUALIFYING CRITERIA:</b></p> <p><b>IF YES TO BELOW CRITERIA (PROCEED FURTHER)</b>  <b>IF NO TO BELOW CRITERIA (NO FURTHER EVALUATION)</b></p> <ol style="list-style-type: none"> <li>The Firm must be registered with tax authorities (Income Tax/Sales Tax)</li> <li>Registration with SECP.</li> <li>Proof of valid registration with PEC in appropriate category for local applicant or in case of Joint Venture with a foreign firm registered with PEC or an undertaking from foreign Applicant to get registered before award of a contract, as per bye-laws of PEC.</li> <li>Applicant should write an official letter confirming that complete scope shall be performed by him.</li> <li>Applicant should provide with the undertaking regarding Non-blacklisting</li> <li>Applicant should provide with the undertaking regarding No conflict of interest.</li> </ol> <p>❖ <b>If yes to above mentioned qualifying criteria (proceed further)</b>  ❖ <b>If no to above mentioned qualifying criteria (no further evaluation)</b></p> <table border="1"> <thead> <tr> <th>Item</th> <th>Description</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Operational History</td> <td>An operational History of 05 years, with experience in implementing project activities of similar nature.</td> <td>5 (each Year carry 1 Marks)</td> </tr> <tr> <td>Number of retrofitting/ Similar nature projects executed</td> <td>For Three (03) or more projects (30 Marks) For less than Three projects 30 x A/3 A= Number of Projects  Note: Marks will be given on</td> <td>30 (each Project carry 10 Marks)</td> </tr> </tbody> </table>	Item	Description	Marks	Operational History	An operational History of 05 years, with experience in implementing project activities of similar nature.	5 (each Year carry 1 Marks)	Number of retrofitting/ Similar nature projects executed	For Three (03) or more projects (30 Marks) For less than Three projects 30 x A/3 A= Number of Projects  Note: Marks will be given on	30 (each Project carry 10 Marks)
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Operational History	An operational History of 05 years, with experience in implementing project activities of similar nature.	5 (each Year carry 1 Marks)								
Number of retrofitting/ Similar nature projects executed	For Three (03) or more projects (30 Marks) For less than Three projects 30 x A/3 A= Number of Projects  Note: Marks will be given on	30 (each Project carry 10 Marks)								



		the basis of evidence/ supporting certificates i.e Pay orders/ Work Orders/ Completion Certificates from employer's/owner of projects.	
	Financial Position	<p>a) Average Financial Turnover for last 3 years (12)</p> <p>b) Share capital (08)</p> <p>Average annual Financial turnover more than Rs.100 million:12 pts</p> <p>Average annual Financial turnover more than Rs.50 million but less than Rs. 100 million :8 pts</p> <p>Average annual Financial turnover more than Rs.25 million but less than Rs. 50 million :4 pts</p> <p>Average annual turnover less than Rs. 25 million:0 pts</p> <p><b><u>Share Capital</u></b></p> <p>Less than Rs 15 million: 0 pts</p> <p>Above Rs. 15 million but less than Rs. 25 Million: 2 pts</p> <p>Above Rs. 25 million but less than Rs. 50 Million: 4 pts</p> <p>Rs 50 million and more: 8 pts</p>	20
	Personnel Capabilities	<p>B.Sc Engineers registered with Pakistan Engineering Council (PEC) with five years of relevant work experience. Following disciplines are mandatory:</p> <p>i. BSc Engineer (04)</p> <p>ii. Diploma of Associate Engineers (DAE) (03) with three years of relevant work experience.</p>	<p>i.24</p> <p>ii.9</p> <p>Each Engineer Carry 06 Marks and Each DAE Carry 03 Marks</p> <p>Note: Qualification and Experience carry 50 %</p>



			Marks each Sub Total: 35
	Methodology and Execution Plan	Detailed methodology and Execution plan to be submitted in line with requirements and technical specification of the project	10
	<b>Total</b>		<b>100</b>
<b>The minimum score for technical qualification is: 65 Marks</b>			
<i>Note: All the documents furnished by firm must be properly tagged regarding the requirements of technical evaluation criteria</i>			
<b>ITB 14.3 (b)</b>	A certificate from the dealer that all spare parts of the equipment to be supplied are easily available in Pakistan in the local market or from company owned outlets.		
<b>ITB 15.1</b>	<b>Amount of Bid Security:</b>  Bids shall be in the prescribed format, Bank Guarantee having its <b>validity 30 days beyond the Bid Validity Period.</b>		
<b>ITB 16.1</b>	<b>Bid Validity Period: 90 days</b> after the date of opening of bid.		
<b>ITB 16.4</b>	<b>Duration of Assignment: 90 days</b>		
<b>ITB 17.1</b>	<b>Number of Copies: (01) one Original</b> along with <b>one (02) Copies</b> (1 hard & 1 Soft-CD) of the bid.		
<b>ITB 18.2 (a)</b>	<b>Address for Bid Submission:</b> <b>Manager Legal</b> Punjab Energy Efficiency and Conservation Agency (PEECA) 48 A, (Second Floor) Ghalib Road, Block C II, Gulberg III, Lahore For queries: <a href="mailto:peeca.qu@energy.punjab.gov.pk">peeca.qu@energy.punjab.gov.pk</a> <a href="tel:042-99268362-3">Ph: 042-99268362-3</a>		
<b>ITB 18.2 (b)</b>	<b>ITB Title and Number:</b> Retrofitting of Energy In-Efficient Appliances with Energy Efficient Appliances in Nishtar Hospital and Medical University, Multan.		
<b>ITB 19.1</b>	Deadline for <b>Bid Submission:</b> 11:00 AM, November 19, 2019.		
<b>ITB 22.1</b>	<b>Time, Date, and Place for Bid Opening: 11:30 AM, November 19, 2019 in PEECA Office.</b>		

<b>Bid Evaluation</b>	
<b>ITB 25.3</b>	Criteria for bid evaluation: Lowest Cost offered by the qualified responsive bidder.



<b>Contract Award</b>	
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<b>ITB 29.1</b>	Percentage for quantity increase or decrease: 15 % of total contract value
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## Part-I

### Section III. Schedule of Requirements

The bidder is required to come up with detailed work plan for the following tasks and total duration of retrofitting execution of project should not exceed 90 Days.

TABLE 1 Retrofitting- Supply & Installation

Items	Specifications	Quantity
LEDs	Energy Efficient Lights (LEDs) as per technical specifications	11,892
Fans	Fans must be replaced with 3-Star labeled fans	4,280

Details of all the lights to be installed in Nishtar Hospital & Medical University, Multan is given below:

Item	Rating (W)	Quantity
LED Bulb 9W	9	181
LED Bulb12W	12	65
LED 18W	18	2310
LED Bulb 27W	27	184
LED 55W	55	183
LED Rod 2-feet 9W	9	0
LED Rod 4 feet	18	6823
LED Ceiling Panel Box	36	2137
Street Light LED 150W	150	0
Street Light LED 100W	100	9
Street Light LED 50W	50	0
<b>Total (LED)</b>		<b>11892</b>



Note: The afore-mentioned equipment shall be retrofitted in public institutes subject to replacement, fitting, wiring, ducting, distribution boards (DBs), breakers and switches where applicable in all respects with complete installation, testing and commissioning. The sites where the equipment would be installed is open for survey for estimations. Below is the list of electrical wiring with material/accessories that includes but is not limited to (If Applicable):

Sr. No	Items	Description
1	Cable (3/29, 7/29 and 7/36)	Pakistan Cable or equivalent
2	Duct pipe/patti (open)	Adamjee or Equivalent
3	Switches and Sockets (As per requirement)	Opal China/Switch On or Equivalent
4	Breakers (As per requirement)	Legrand or Equivalent
5	Main Distribution Box (As per requirement)	Local
6	Holder (As per requirements)	Local

**Note: Safe disposal of all the inefficient appliances to be retrofitted will be the responsibility of the contractor/firm.**

- I. *The applicant will give its financial & technical proposal according to **above mentioned specifications and quantity**, the quantity however may vary (increase or decrease) depending upon the budget and demand/supply gap and as per discretion and policy of PEECA (client)*
- II. *The detailed Methodology and the Plan for Safe Disposal must also be given by applicant.*





## Part-I

### Section IV. Technical Specifications of LEDs & Fans

#### LED Lights Indoor Application Baseline Specifications

Description	Requirement
<b>Housing</b>	Housing of light must have feasible material for maximum heat dissipation to insure the maximum life of the luminaire.
CRI	75 or better
Lumen efficiency	85 lumens/watt minimum with frosted cover.
Input voltage	85VAC-265 VAC
Power Factor	0.9 or better
THDi	25% or Less (IEC measurement)
THDv	25 % or Less
Color Temperature	2700-6500 K
Working Temperature Range	-10°C-50°C
Life Time	I. LED shall be designed for lumen maintenance of L70 or 70% at the end of useful life and have a useful life of 36000 burning hours or above at ambient temperature of 55°C II. Three years' service warranty is required
Beam Angle	100 Degrees or better
Lens/cover	Frosted cover with minimum 5 year life span Cover should be non-brittle, no de-coloring with time
IP Rating	IP20 or above
LED/ Electronic Driver	Suitable for 230VAC, + 10%. Conversion efficiency should be more than 92%. No speckle, no flickering, no humming, no buzzing, no RF interference.
Thermal Dissipation	Perfect contact between board and housing for thermal transfer. PCB mounted on housing with efficient thermal interface material.
<b>Controls (optional)</b>	Compatible with light ballast control and PIR sensor (as per requirement)
Photometric	Light distribution should be symmetric LM-80 report for LED chip being used should be provided IEC 62471, ANSI/IESNA RP-27 or equaling (Photo Biological safety test report of LED Chips) should be provided by an independent test laboratory. Product must have photometric data file (IES, IES; EULUMDAT or TM-14) file for simulation on Dialux, Relux or any other lighting design renowned illumination simulation software.
Other Certifications	CE, RoHS
<b>Optional features , depends upon the</b>	
Controls (Optional)	Compatible with Light Blast control and PIR sensor (as per project requirement if required)



## Standard Specifications for LED Outdoor Lights to achieve maximum energy conservation and designed lifespan

Description	Requirement
<b>Housing</b>	<ol style="list-style-type: none"><li>I. The fixture shall have die casted / extruded aluminum housing providing adequate rigidity, strength and heat dissipation.</li><li>II. The housing shall have integrated driver and LED compartments for better heat dissipation and both LED module &amp; driver compartment must separate for convenience in maintenance at the site and to avoid driver and LED compartment thermal effect to each other.</li><li>III. The optical LED component shall have thermally hardened glass cover/PC or equaling with high quality silicon gaskets. The glass shall be extra white for maximum light transmission. The cover shall be lightly secured with the housing.</li><li>IV. The housing shall feature highly reflective components and films to increase light output.</li></ol>
<b>Optics</b>	<ol style="list-style-type: none"><li>I. CRI must be 75 or better</li><li>II. 2700-6500 K (user dependent)</li><li>III. The light output ratio (LOR) shall not be less than 85%</li><li>IV. The luminaries shall offer a composite system efficacy of minimum 100 lumen/watt</li><li>V. Ensure maximum spread of light by using any efficient technique, shall carry defined inner and outer profile for high efficiency LED to ensure maximum spacing between the road lighting poles and coverage of wider roads (according to center/ pole distance in meter and pole height)</li><li>VI. The multilayer optics design will be preferred for adequate luminance and luminance uniformity in the unlikely event of an individual LED failure.</li><li>VII. The optics (lens/ glass) system shall feature long life with no discoloration, highest possible light transmission and white painted circuit board for high reflectivity for maximum light output.</li><li>VIII. Plastic/Acrylic should not pale with in warranty time.</li><li>IX. LM-79 for the specified luminaire should be provided</li></ol> <p><b>Note: Only that report will be accepted issued for the same luminaire model as submitted</b></p>
<b>Surge Protection</b>	<ol style="list-style-type: none"><li>I. The lighting fixture shall have external surge protection to protect the electronic driver</li><li>II. Minimum surge protection shall be 10kV</li></ol>
<b>IP Protection and Impact Resistance</b>	<ol style="list-style-type: none"><li>I. LED compartment of luminaire shall have ingress protection class IP66 for long reliable performance and minimal maintenance requirements</li><li>II. Luminaire should have impact resistance of IK08 or above.</li><li>III. No chemical glue should be used as that may cause breakdown of water proof, dust proof and corrosion proof</li><li>IV. IEC 60529 or EN 60529(IP) and EN 50102(IK) Degree of protection provided by Enclosures (IP Code for Ingress protection and IK Code for Mechanical Strength) or equaling should be provided by the bidder being</li></ol>



	tested by an International laboratory
	V. IEC 60068-2-68 ed 1.0 Environmental Testing Part 2; Tests –Test L: Dust and Sand or equaling should be provided by the bidder being tested by an International laboratory
<b>Maintenance</b>	<p>I. LED and drivers must be in separate compartments with easy access to drivers for maintenance &amp; services.</p> <p>II. Luminaire should be easy to open with tool less or simple locking mechanism</p> <p>III. Gaskets are to be properly secured in special groves made for the same and must not be fixed to the body by any adhesive material.</p> <p>IV. The components like LED drivers, terminal blocks etc. must be easily detached by using plug and play connectors/terminals to ensure ease of replacement at site and to be secured the body of fixture making special mounting arrangements so that the same or not dislodged from their designated position.</p>
<b>Mounting</b>	<p>I. Supporting mounting should be designed as per application requirement</p> <p>II. Nuts and bolts should be rust proof</p> <p>III. Grippers should be robust and rust proof</p>
<b>Future Compatibility</b>	<p>I. The fixture shall be fully compatible with future LED upgrades and/or drivers at site conveniently with minimum effort.</p> <p>II. All electronic components/ drivers shall be mounted on a separate tray (either tool less or simple tool) for ease of maintainers.</p> <p>III. LED component shall have an easy access for opening the cover and shall be separate from the control gear compartment.</p> <p>IV. The LED Light manufacturing company/assembler should have local Technical backup support facility with necessary machines, tools and measuring/testing instruments. It should have basic testing facility available in local production unit which should be ISO 9001:20 certified for batch testing of specific production.</p> <p>V. (Engineer In-charge/Management of procuring agency should visit the facility of manufacturer/ assembler/ supplier claiming for local backup support for future up gradation and resolving warrantees issues)</p>
<b>LED Driver/ Electronics Control Gear for LED Module</b>	<p>I. 100V to 270V<sub>AC</sub> with 50 Hz (<math>\pm 10</math> % tolerance)</p> <p>II. Power Factor should more than 0.92</p> <p>III. Driver Efficiency should be 85% or more</p> <p>IV. Total harmonic distortion in current &amp; voltage should be 30% or Less</p> <p>V. LED driver should have internal surge protection capacity of minimum 5kV</p> <p>VI. LED driver may have energy saving, dimming options as per the project</p>



	<p>requirement (optional if required) so that the luminaire can be operated at various reduced wattages as per traffic conditions to have an energy efficient use.</p> <p>VII. LED driver shall conform to following latest standards and codes.</p> <ol style="list-style-type: none"><li>EN 61347-1 LED control gear general and safety requirements</li><li>EN 61347-2-13: particular requirements for DC or AC supplied electronic control gear for LED modules</li><li>EN 62384: DC or AC supplied electronic control gear for LED modules performance requirements</li></ol>
<b>LED</b>	<ol style="list-style-type: none"><li>LED chip shall be Samsung, Cree, Nichia, Osram, LUMILED or equivalent (duly typed tested as specified and in full conformance to the technical requirements/ specifications)</li><li>LED shall be designed for lumen maintenance of L70 or 70% at the end of useful life and have a useful life of 36,000 burning hours or above at ambient temperature of 50 °C</li><li>LM-80 report for LED chip being used should be provided</li><li>LM 82-12 report (Approved method of measuring LPW@50°C) should be provided</li><li>IEC 62471 (Photo biological safety test for the LED chips being used) should be provided</li></ol>
<b>Thermal Management</b>	<ol style="list-style-type: none"><li>Perfect contact with the body heat sink and LED chip</li><li>Proper thermal dissipation mechanism for heat generated by LED lights.</li><li>PCBs for LED should be metal; contact with body sink should be highly efficient thermal conductance material.</li></ol>
<b>Photometric Properties</b>	<ol style="list-style-type: none"><li>Light distribution should be symmetric.</li><li>Product must have photometric data file (IES, IES; EULUMDAT or TM-14) file for simulation on Dialux, Relux or any other lighting design renowned illumination simulation software.</li></ol>
<b>Warranties</b>	<ol style="list-style-type: none"><li>Luminaire and accessories should have warranty of 3 years.</li><li>In case of manufacturing fault, Luminaire should be replaced completely.</li></ol>
<b>Applicable standards and codes</b>	<p>The supplier shall submit following detailed type test reports from certified international testing agency/laboratory. Cross verification of the submitted reports should be possible.</p> <ol style="list-style-type: none"><li>IEC/EN 60598-1</li><li>IEC/EN 60598-2-3 (Street Lights)</li><li>IEC/EN 60598-2-5 (Flood Lights)</li><li>IEC/EN 62471 (Photo biological safety test for the complete fixtures being offered as well as for the LED chips)</li><li>EN 55015:2006 and 2007 Limits and methods of measurement of radio disturbance characteristics of electrical lighting.</li><li>EN 61547 1995/ +A1:2000 Equipment for the general lighting purpose EMC</li></ol>



	immunity requirements g. EN 61000-3-2:2006 Limitations of harmonic current emission h. EN 61000-3-3:2008 Limitation of voltage fluctuation and maker i. EN 62493 Assessment of lighting Equipment related to human exposure to electromagnetic field (Environmental Friendly)
<b>International Independent Laboratories</b>	For the specified requirement of type test Reports by an independent authority/independent laboratory (specific to their status/approval for performance of specific tests) on the luminaire as defined in project, following associated laboratories shall be considered as independent laboratories.  I. Any Laboratory accredited by EA (European Co-operation for Accreditation)  II. Any Laboratory accredited by ILAC (International Laboratory Accreditation Co-operation)  III. Any Laboratory accredited by IAF (International Accreditation Forum)  IV. Any Laboratory accredited by STL (Short Circuit Testing Liaison)
<b>General Requirements</b>	These specifications are generic for outdoor application only.

- Comprehensive verifiable description with breakdown of each component manufacturer and country of origin, i.e. drivers, LED chips, housing cover etc.
- LEDs chips used in product must be A Grade.

### LED Tube Rod – 9W and 18W

#### Technical Datasheet: Product Specifications

1.	Light Source	SMD Chip Brand
2.	Rated Power	9W/18W
3.	Main Material	PC cover + Aluminum Base
4.	Transfer Efficiency	>80%
5.	Input Voltage	100- 240VAC
6.	Beam Angle	>120 Degrees
7.	Power Factor	>0.9
8.	Lumens /watt	100 lm/w + / - 10%
9.	CRI	>75
10.	Operating Temperature	-20 ~ + 45 Degree Celsius (ambient)
11.	Ambient Humidity	40-90%RH
12.	Lifespan	50000 hrs
13.	Warranty	2 years

**Certifications:**

1. ISO Certificate of Manufacture
2. CE- EMC Test Report and Certificate
3. CE- LVD Certificate

**Baseline Specification for Fans**

The energy efficient ceiling fans shall meet the following technical specifications as minimum.

No	CHARACTERISTIC	VALUE
1.	Sweep	56" or ~ 1400 mm span
2.	Watts	< 75 Watts
3.	RPM	>310
4.	Air delivery	280 cubic meter / minute or higher
5.	Voltage range	230 V +/- 5 tolerance%
6.	Operating frequency	48 Hz to 52 Hz
7.	Insulation class	155-F
8.	Winding wire	99.99 % pure copper with durable enameled
9.	Energy star rated	At least 3 Star Rating from NEECA
10.	Tolerance	10% or as per PSQCA

**Note: The bidder should submit manufacturer transferable warranty of 02 years lights & fans in the name of respective institute to be retrofitted from the date of project completion certificate.**



# Part-I

## Section V. Bidding Forms

### 1. Bid Submission Form

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

No: \_\_\_\_\_

To  
[Client Address]

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for, ***Retrofitting of Energy In-Efficient Appliances with Energy Efficient Appliances in Nishtar Hospital and Medical University, Multan*** in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the **guarantee of a bank in a sum equivalent to 05% percent of the Contract Price** for a period of one year after the completion of the project, in the form prescribed by the Employer.

**We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening** under Clause 16 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")



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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_





## 2. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Employer]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for retrofitting by the above firm against this Invitation for Bids.

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*[signature for and on behalf of 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 Manufacturer. It should be included by the Bidder in its bid.



### 3. Price Schedules for Nishtar Hospital and Medical University, Multan

Sr.	Item/Description	Brand/Model/Origin	Qty	Supply Unit Price (PKR)	Installation Services Charges Unit Price (PKR)	Total Amount (PKR)
1.	The price should be inclusive of supply and installation of LEDs & Fans and all material required for installation					
<b>TOTAL AMOUNT (PKR) inclusive of all applicable taxes (Figures)</b>						
<b>TOTAL AMOUNT (PKR) inclusive of all applicable taxes (Words)</b>						

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. The Contractor has to provide the following free of cost:
  - i. Technical and Operation Manual of items where required.
  - ii. Warranty Period for two Year

**Note: The firm/contractor/company must provide the breakup of the prices regarding each category of LED lights and Fans separately.**



## Part-II

### Section I. Contract Forms

#### 1. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of Employer] (hereinafter called “the Employer”) of the one part and [name of Contractor] of (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited bids for **Retrofitting of Energy In-Efficient Appliances with Energy Efficient Appliances in Nishtar Hospital and Medical University, Multan**, viz., [brief description of goods and services] and has accepted a bid by the Contractor for the Retrofitting in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Employer’s Notification of Award.
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 Retrofit therein in conformity in all respects with the provisions of the Contract
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying 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.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Employer)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor)



## 2. Standard Form of Bid Security

(Bank Guarantee)

Security \_\_\_\_\_ Executed \_\_\_\_\_ on \_\_\_\_\_

(Date)

Name of Surety (Bank) with Address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address

Penal Sum of Security Rupees. \_\_\_\_\_ (Rs. \_\_\_\_\_)

Bid Reference No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto \_\_\_\_\_

(hereinafter called the 'Purchaser') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated \_\_\_\_\_ for Bid No. \_\_\_\_\_ for \_\_\_\_\_ (Particulars of Bid) to the said Purchaser; and

WHEREAS, the Purchaser has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Purchaser, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 30 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Purchaser after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement and furnish the required Performance Security, the entire said sum be paid immediately to the said Purchaser pursuant to Clause 19.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Purchaser in accordance with his Bid as accepted and furnish within thirty days (30) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Purchaser for the faithful performance and



proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

WITNESS:	SURETY (Bank)
	Signature
1.	Name
	Title
Corporate Secretary (Seal)	Corporate Guarantor (Seal)
2.	
_____	
Name, Title & Address	



FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)

Guarantee No. \_\_\_\_\_  
Executed on \_\_\_\_\_  
Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Purchaser]

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

Name of Principal (Supplier/Contractor) with address:  
\_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Purchaser's above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_

\_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Purchaser, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warranty, of Conditions of Contract are fulfilled.

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



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

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

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

Guarantor (Bank)

Witness:

1. \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

Name \_\_\_\_\_

Title \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Corporate Guarantor (Seal)



## **Part-II**

### **Section II. General Conditions of Contract**

- 1. Definitions**
- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (b) “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
  - (c) “Retrofitting” means the supply and installation of Energy In-efficient appliances (here; Electrical) with Energy Efficient appliances.
  - (d) “The Services” means those services ancillary to the retrofitting 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 Contractor covered under the Contract.
  - (e) “GCC” means the General Conditions of Contract contained in this section.
  - (f) “SCC” means the Special Conditions of Contract.
  - (g) “The Employer” means the organization purchasing the Goods, as named in SCC.
  - (h) “The Employer’s country” is Islamic Republic of Pakistan.
  - (i) “The Contractor” means the individual or firm retrofitting the Goods and Services under this Contract.
  - (j) “The Project Site,” where applicable, means the place or places named in SCC.
  - (k) “Day” means calendar day.
- 2. Application**
- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.





- 3. Country of Origin**
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Contractor.
- 4. Standards**
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank**
- 5.1 The Contractor shall not, without the Employer’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Contractor shall not, without the Employer’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Employer and shall be returned (all copies) to the Employer on completion of the Contractor’s performance under the Contract if so required by the Employer.
- 5.4 The Contractor shall permit the Procuring Agency to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.
- 6. Patent Rights** N/A
- 7. Performance Security**
- 7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Employer the performance security in the amount specified in SCC.



- 7.2 The proceeds of the performance security shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Employer and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Employer; or
  - (b) a cashier's or certified check.
- 7.4 The performance security will be discharged by the Employer and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

- 8.1 The Employer 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 Employer. SCC and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Contractor 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 Employer.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Employer may reject the Goods, and the Contractor shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Employer.
- 8.4 The Employer's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be



limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Employer or its representative prior to the Goods' shipment from the country of origin.

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

**9. Packaging**

N/A

**10. Delivery and Documents**

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

10.2 Documents to be submitted by the Contractor are specified in SCC.

**11. Insurance**

11.1 The retrofitting under the Contract shall be inclusive of all taxes under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.

**12. Transportation**

N/A

**13. Incidental Services**

N/A

**14. Spare Parts**

N/A

**15. Warranty**

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

15.2 This warranty shall remain valid for twelve (12) months 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, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.



15.3 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Contractor 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 Employer.

15.5 If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

## **16. Payment**

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

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

16.3 Payments shall be made promptly by the Employer, but in no case later than thirty (30) days after submission of an invoice or claim by the Contractor.

16.4 The currency of payment is Pak. Rupees.

## **17. Prices**

17.1 Prices charged by the Contractor for Retrofitting under the Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized in SCC or in the Employer's request for bid validity extension, as the case may be.

## **18. Change Orders**

18.1 The Employer may at any time, by a written order given to the Contractor pursuant to GCC Clause 31, make changes within the general scope of the Contract in the following:

- (a) Quantity;
- (b) Replacement of fitting of electrical wiring.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor'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 Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of the Contractor's receipt of the Employer's change order.

- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Employer's prior written consent.
- 21. Subcontracts** 21.1 The Contractor shall notify the Employer in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Contractor's Performance** 22.1 Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Employer in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Contractor fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from



the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Employer may consider termination of the Contract pursuant to GCC Clause 24.

## **24. Termination for Default**

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

- (a) if the Contractor fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 22; or
- (b) if the Contractor fails to perform any other obligation(s) under the Contract.
- (c) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

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



- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Insolvency**
- 26.1 The Employer may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.
- 27. Termination for Convenience**
- 27.1 The Employer, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Contractor’s receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for



materials and parts previously procured by the Contractor.

- 28. Resolution of Disputes**
- 28.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after thirty (30) days from the commencement of such informal negotiations, the Employer and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration.
- 29. Governing Language**
- 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 30. Applicable Law**
- 30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's address specified in SCC.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**
- 32.1 Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Employer.





## **Part-II**

### **Section III. 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 Employer is: Punjab Energy Efficiency and Conservation Agency (PEECA)

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

GCC 1.1 (i)—The Contractor is: [Detail]

GCC 1.1 (j)—The Project Site is: Nishtar Hospital and Medical University, Multan.

#### **2. Country of Origin (GCC Clause 3)**

#### **3. Performance Security (GCC Clause 7)**

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be 5% (Five per cent of the contract price) in the shape of non recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

#### **4. Inspections and Tests (GCC Clause 8)**

GCC 8.6—

Inspection and tests prior to delivery of goods and at final acceptance are: -

- i) For being Brand New, bearing relevant reference numbers of the equipment (Certificate from Contractor)
- ii) For Physical Fitness having No Damages (Certificate from Contractor)
- iii) For the Country of Origin as quoted by the Contractor (Certificate from manufacturer)
- iv) For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Third Party appointed by PEECA at the cost of bidder)
- v) For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Third Party appointed by PEECA at the cost of contractor)



**5. Delivery and Documents (GCC Clause 10)**

GCC 10.3— Upon retrofitting, the Contractor shall notify the Employer the full details of the equipment. The Contractor shall provide the following documents to the Employer:

- (i) Insurance Certificate;
- (ii) Manufacturer's or Contractor's Valid Warranty Certificate;
- (iii) Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Contractor's Factory Inspection Report; and
- (iv) Certificate of Origin.

**6. Insurance (GCC Clause 11) – N/A**

**7. Incidental Services (GCC Clause 13) – N/A**

**8. Warranty (GCC Clause 15)**

GCC 15.2—In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty) from date of Handing Over (Final Acceptance) of the Goods whichever occurs earlier. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall, at its discretion, either:

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

**or**

- (b) Pay liquidated damages to the Employer with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 5% of the contract price.

**or**

- (c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 72 hours.

- (d) Making good of any incidental damage, unintentional or otherwise at no cost to the employer.



## 9. Payment (GCC Clause 16)

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

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

- (i) **Payment against Retrofitting:** Upon submission of claim, the Contractor shall be paid within thirty (30) days as per following schedule. The retrofitting will be given a satisfactory status at site after performing the requisite inspection and tests as mentioned in SCC 4.

Sr. No.	Deliverables	Payment Percentage
1.	On supply of all the material (LEDs & Fans) at site Validated by Third Party Validation Consultant	40%
2.	On Installation of 1427 no of Fans and 3964 no of LEDs Validated by Third Party Validation Consultant	10%
3.	On Installation of 1427 no of Fans and 3964 no of LEDs Validated by Third Party Validation Consultant	10%
4.	On Installation of 1426 no of Fans and 3964 no of LEDs Validated by Third Party Validation Consultant	10%
5.	On safe disposal of all the non-conventional item Validated by Third Party Validation Consultants	20%
6.	On submission of final report after successful installation and commissioning of all the LEDs & Fans Validated by Third Party Validation Consultant	10%

## 12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be: Fixed.

## 13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.1 % of contract price per day

Maximum deduction: 5 % of contract price

## 14. Resolution of Disputes (GCC Clause 28)

GCC 28.3—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:



In the case of a dispute between the Employer and the Contractor, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

**15. Governing Language (GCC Clause 29)**

GCC 29.1—The Governing Language shall be: English.

**16. Applicable Law (GCC Clause 30)**

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

**17. Notices (GCC Clause 31)**

GCC 31.1—Employer’s address for notice purposes:

**Managing Director**

Punjab Energy Efficiency and Conservation Agency (PEECA)

48 A, (Second Floor) Ghalib Road, Block C II,

Gulberg III, Lahore

For queries: [peeca.qu@energy.punjab.gov.pk](mailto:peeca.qu@energy.punjab.gov.pk)

[Ph: 042-99268362-3](tel:042-99268362-3)

**Contractors Address for Notice Purpose**



## INTEGRITY PACT

With reference to the Project “Retrofitting of Public Institutes in \_\_\_\_\_,” hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Punjab Energy Efficiency and Conservation Agency (“PEECA”) or any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Punjab (GoPb) through any corrupt business practice.

Without limiting the generality of the foregoing, \_\_\_\_\_ represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone (if applicable) 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 PEECA except that which has been expressly declared pursuant hereto. \_\_\_\_\_ 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 PEECA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

\_\_\_\_\_ 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 PEECA under any law, contract or other instrument, be voidable at the option of PEECA.

Notwithstanding any rights and remedies exercised by PEECA in this regard (as may be applicable), \_\_\_\_\_ agrees to indemnify PEECA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PEECA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by \_\_\_\_\_ 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 PEECA.

Name of Bidder: \_\_\_\_\_

Signature:

[Seal]