

Standard Bidding Document

DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING,
COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR
PHOTOVOLTAIC POWER SYSTEM WITH 1 MWH BATTERY
ENERGY STORAGE SYSTEM (BESS) USING SHED AND CARPORT
STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMP
(Non-Consultancy Services)

National

Single Stage-Two Envelope



October 16, 2026

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PROCUREMENT NOTICE

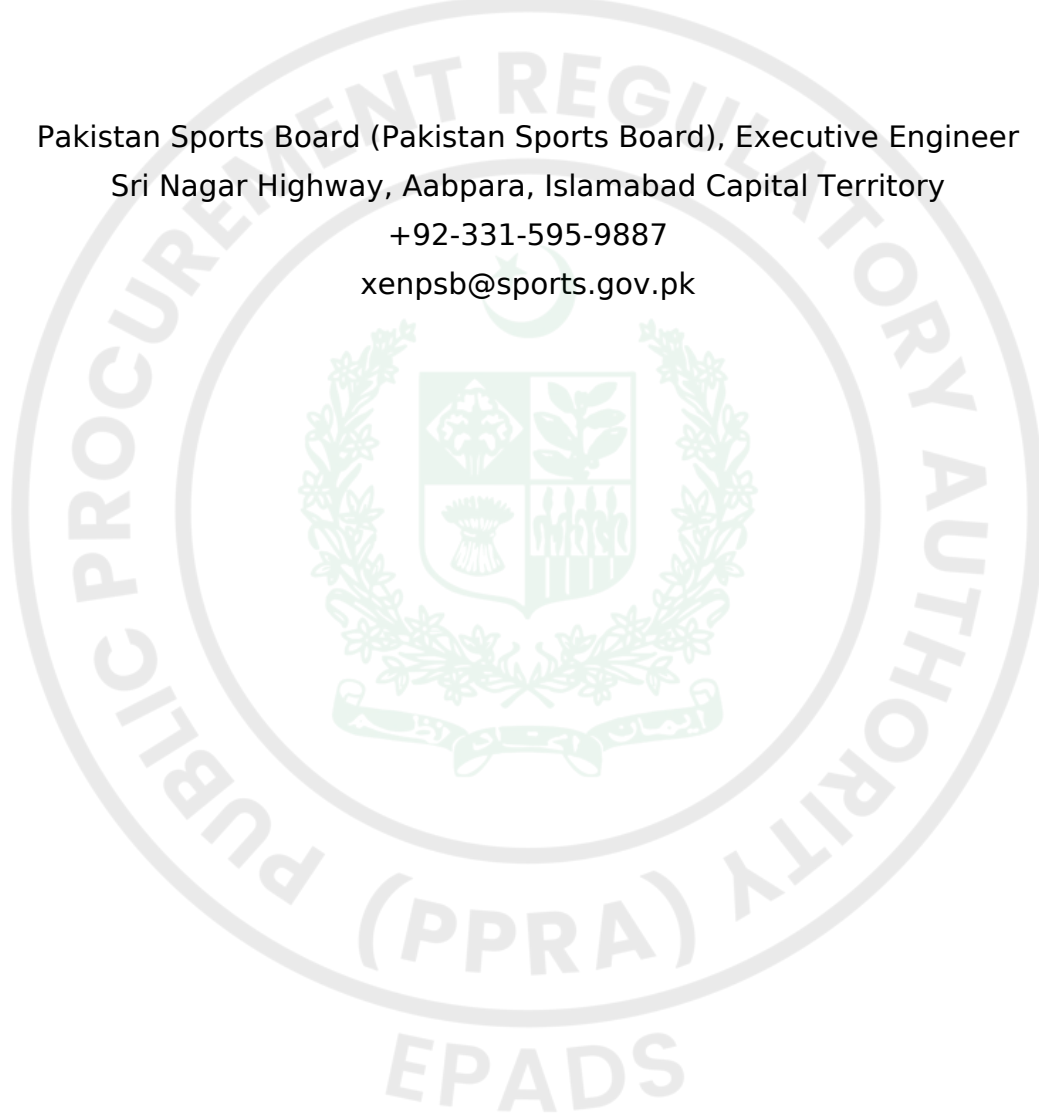
PROCUREMENT OF NON-CONSULTANCY SERVICES

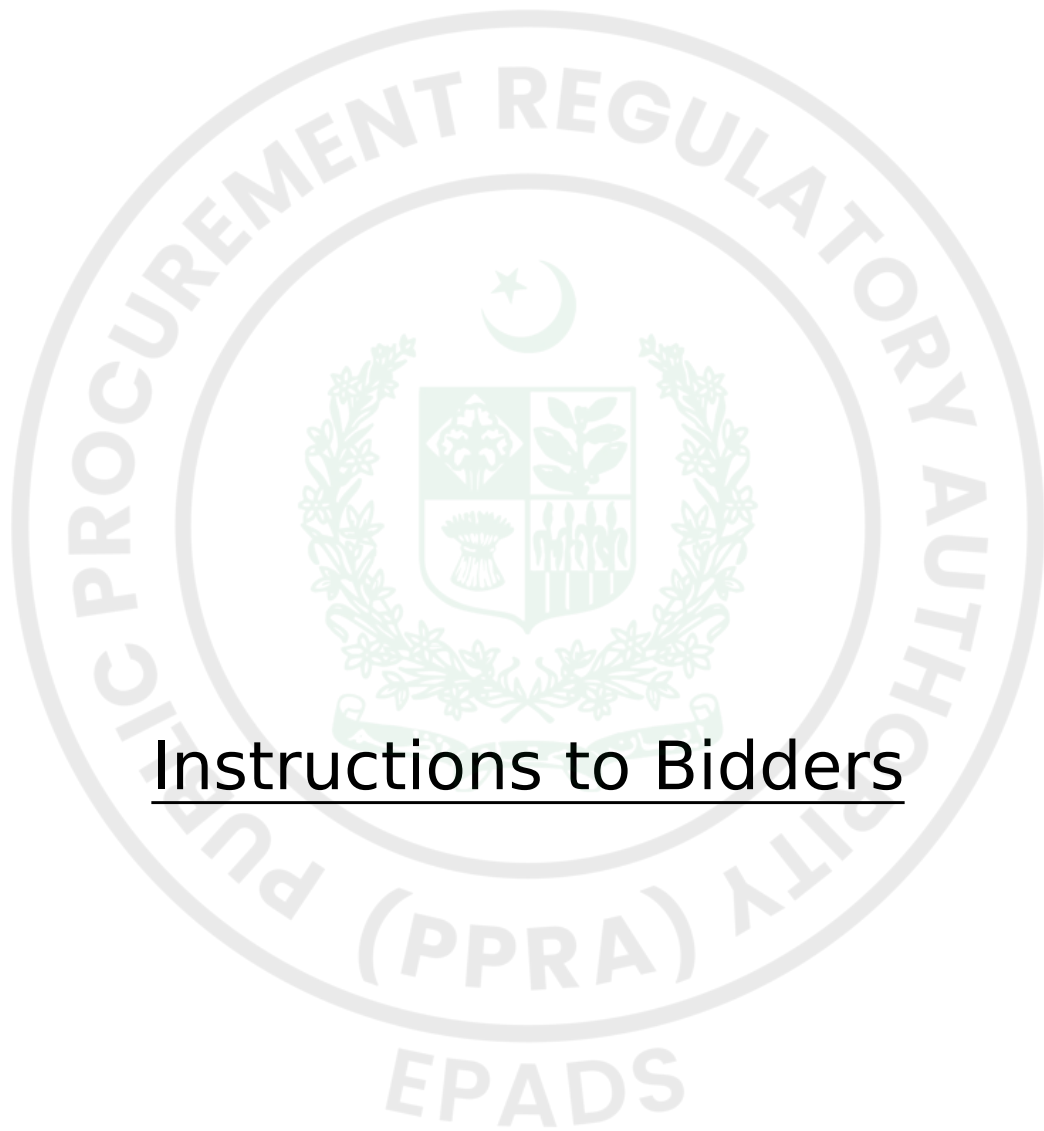
1. The **Pakistan Sports Board (Pakistan Sports Board)** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Sports Board (Pakistan Sports Board)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the “**DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR PHOTOVOLTAIC POWER SYSTEM WITH 1 MWH BATTERY ENERGY STORAGE SYSTEM (BESS) USING SHED AND CARPORT STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMP**” with the reference of “**P161385**”
2. The **Pakistan Sports Board (Pakistan Sports Board)** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/161385>**.
6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Sunday, November 15, 2026 11:00 AM**. E-bids will be opened on the same day at

Sunday, November 15, 2026 11:30 AM. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.gov.pk).

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Instructions to Bidders

A. Introduction

1. Scope of Bids

1.1. The Procuring Agency (PA), as indicated in the **Bids Data Sheet (BDS)** invites Bids through **EPADS v2.0** for the provision of Non-Consultancy Services as specified in the BDS and **in Section Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. **Single Stage-Two Envelope** procedure of the open competitive method shall be used. The successful Bidders will be expected to provide the services within the specified period and timeline(s) as stated in the **BDS**.

2. Source of Funds

2.1. Source of funds is referred in Clause-1 of Procurement Notice.

3. Fraud & Corruption

3.1. As defined under Rule 2(1)(x) of Public Procurement Rules, 2026.

4. Eligible Bidders

4.1. A bidder shall be eligible to participate in a procurement process, if it—

4.1.1. possesses the technical competence, financial resources, equipment and other physical facilities, personnel, managerial capability, experience and past performance necessary to complete the procurement contract,

4.1.2. has the legal capacity to enter into a procurement contract;

4.1.3. has not been declared bankrupt or, in the case of company or firm, insolvent or being wound up and its activities or affairs are suspended by a Competent Authority or by the Court of law;

4.1.4. is not under any legal proceedings which may result in bankruptcy or any other situation entailing the total or partial loss of the right to administer and dispose of the property;

4.1.5. has not been convicted by a final judgment of a Court of Law,

4.1.6. is not blacklisted by the procuring agency or cross-debarred by the Authority at the time of the submission of bid;

4.1.7. is not blacklisted or debarred at the time of the submission of bid by an international financial institution, international organizations, or other multilateral development Bank for the period defined by them; and

4.1.8. is not convicted in the case of a company, its owners and beneficial owners, directors or officers of a criminal offence related to-

4.1.8.1. its professional conduct; or

4.1.8.2. a prohibited practice within the period specified in the tender documents and has not, or in the case of a company, its owners and beneficial owners, directors or officers have not, been debarred from a procurement process in Pakistan.

4.2. Except as permitted under the Ordinance, rules and regulations, the procuring agency shall not establish a criterion for eligibility of a bidder that-

4.2.1. discriminates against or among a bidder or against categories of bidders; or

4.2.2. is not required for the performance of the procurement contract; or

4.2.3. is not related to the avoidance of management of legal, reputational or economic risk to the procuring agency unless it is in the national interest to do so, and the criteria is set out in the bidding documents.

5. Qualification of the Bidder

5.1. All Bidders shall provide Bid Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

B. Bidding Documents

6. Contents of Standard Bidding Document

6.1. The Services required, bidding procedure, and terms and conditions of the contract are prescribed in the bidding document. In addition to the Invitation for Bids, the bidding document which should be read in conjunction with any addendum issued in accordance with **ITB 6.1** include:

Section I -Invitation to Bid

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.

Section V Fraud & Corruption

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

6.2. The Bidder is expected to examine all instructions, requirements, forms, terms and specifications in the bidding documents. Failure to furnish all the information required in the bidding document will be at the Service provider's risk and may result in the rejection of his bids.

7. Clarifications

7.1. Clarifications of the bidding documents may be requested in writing through EPADS v2.0 by any bidder up to three days prior to the deadline for the submission of bids.

The procuring agency shall respond promptly and in writing to any request by a bidder for clarification of the bidding documents and, in any event, no

later than two days prior to the deadline for the submission of bids or proposals.

Responses to requests for clarification shall be communicated simultaneously and in writing to all bidders participating in the procurement proceedings.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

7.2. Procuring Agency's response will be uploaded on the EPADS v2.0, including a description of the inquiry.

7.3. Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under **ITB 8** .

7.4. If indicated **in the BDS**, the bidder's designated representative is invited at the bidder's cost to attend a pre-bid meeting at the place, date and time mentioned **in the BDS**. During this pre-bid meeting, prospective bidder(s) may request clarification(s) regarding the schedule of requirements, the Evaluation Criteria or any other aspects of the bidding document.

7.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS v2.0. Any modification to the bidding document that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 8** .

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

No change in the prices or substance of the bid shall be sought, offered, or

permitted.

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

- 7.6.1. evaluation & qualification criteria;
- 7.6.2. required scope of work or specifications;
- 7.6.3. all securities requirements;
- 7.6.4. tax requirements;
- 7.6.5. terms and conditions of bidding documents; and
- 7.6.6. change in the ranking of the bidders.

From the time of bid(s) opening to the time of contract award, if any bidder wishes to contact the procuring agency on any matter related to the bid, it should do so in writing or through electronic form that provides record of the content of communication.

8. Amendment of Bidding documents

8.1. Before the deadline for submission of bids, the procuring agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder or pre-bid meeting may modify the bidding documents by issuing addendum.

8.2. Any addendum issued including the notice of any extension of the deadline shall be part of the bidding document pursuant to **ITB 8 .1** shall be uploaded on EPADS v2.0 as well as Authority's website. The procuring agency shall promptly publish the addendum at the procuring agency's website indicated in the **BDS**:

Provided that the bidder who had either already submitted his bid, shall have the right to withdraw his already submitted bid and submit the revised bid, prior to the original or extended bid submission deadline.

8.3. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring

Agency may, at its discretion, extend the deadline for the submission of bids after record reason in writing:

Provided that the Procuring Agency shall extend the deadline for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. Preparation of Bids

9. Documents Constituting the Bids

9.1. The bids prepared by the bidders shall constitute the following components: -

9.1.1. Forms of bid and Bid Prices completed in accordance with ITB 10 and 11;

9.1.2. Documentary evidence established in accordance with ITB 8 that services to be provided by the bidder are eligible services, and conform to the bidding documents;

9.1.3. Documentary evidence established in accordance with ITB 9 that the bidder is eligible and/or qualified for the subject bidding process;

9.1.4. Documentary evidence established in accordance with ITB 9.3 that the bidder has been authorized to provide the services;

9.1.5. Bid security or Bids Securing Declaration furnished in accordance with ITB 14; and

9.1.6. Any other document required in the BDS.

10. Documents Establishing Eligibility of the Services and Conformity to bidding documents

10.1. To establish the conformity of the Non-Consulting Services to the Bidding document, the bidder shall furnish as part of its bid the documentary evidence that services provided conform to the requirements.

10.2. Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive.

11. Documents Establishing Eligibility and Qualification of the Bidder

11.1. Pursuant to ITB 8, the bidder shall furnish, as part of its bid, all those documents establishing the bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its bid is accepted.

11.2. The documentary evidence of the bidder's eligibility to bids shall establish to the satisfaction of the procuring agency that the bidder, at the time of submission of its bid, is from an eligible country.

11.3. The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall establish to the satisfaction of procuring agency that:

11.3.1. the bidder has the financial, technical, provisions of services and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in BDS.

11.3.2. that the bidder meets the qualification criteria listed in the Bids Data Sheet.

12. Form of Bid

12.1. The bidder shall fill the Form of Bid furnished in the bidding documents. The Bid Forms must be completed without any alterations to its format and no substitute shall be accepted.

13. Bids Prices

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed

to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid in accordance with ITB 10 shall be the total price of the bid, excluding any discounts offered.

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency of the contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected pursuant to ITB 28, unless otherwise price adjustment is permissible under Conditions of the Contract.

14. Price Adjustment

14.1. Price adjustment shall not be applicable on the contract with less than 12 months period.

14.2. Procuring agency may increase the remuneration of the human resources involved in non-consultancy services upto maximum 15% on annual basis.

14.3. Procuring agency shall incorporate the provisions to allow wage rate in compliance with Federal Government's minimum wage notification, subject to the condition that clause 11.2 shall not be applicable in that case.

15. Bids Currencies

15.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS.

16. Bid Validity Period

16.1. Bid(s) shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

17. Bid Security or Bid Securing Declaration

17.1. Unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, in the amount and currency specified in the BDS or Bid Securing Declaration on the format provided in Form 9 The scanned copy of the Bids Security shall be uploaded in the EPADS v2.0 while submitting bid, whereas the original forms of Bid Security shall be submitted to the procuring agency before the bid submission deadline. The bidder who failed to submit the original bid security before the submission deadline shall be disqualified straightaway.

17.2. The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB 14.5

17.3. The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in 14.5 are invoked.

17.4. Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible after the award of contract, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to ITB 13. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, whichever of the following that occurs earliest:

17.4.1. the expiry of the Bid Security;

17.4.2. the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the bidding document;

17.4.3. the rejection by the Procuring Agency of all Bids;

17.4.4. the withdrawal of the Bid prior to the deadline for the submission of bids, unless the bidding document stipulate that no such withdrawal is permitted.

17.5. The Bid Security may be forfeited or the Bid Securing Declaration executed:

17.5.1. if a bidder:

17.5.1.1. withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or

17.5.1.2. does not accept the correction of errors pursuant to ITB 23; or

17.5.2. in the case of a successful bidder fails:

17.5.2.1. **to sign the contract in accordance with ITB 32; or**

17.5.2.2. **to furnish Performance Guarantee in accordance with ITB 33.**

17.6. The bid security shall be valid for a period specified in BDS. Bids with shorter bid security validity period shall be rejected straight away.

18. Alternative Bids by Bidders

18.1. Alternatives will not be considered, unless specifically allowed for in the BDS.

18.2. When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section V, Evaluation and Qualification Criteria.

19. Withdrawal, Substitution, and Modification of Bids

19.1. Before Bids submission deadline, any bidder may withdraw, substitute, or modify his bid after it has been submitted.

20. Format and Signing of Bids

20.1. The bidder shall prepare and submit his bid with due diligence after carefully reading all the terms and conditions before submission through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before Dead deadline

21.1. The Technical and Financial Bids as the case may be, shall be submitted in the due portion of the EPADS v2.0, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

21.2. The Procuring Agency may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8. In such a case, all rights and obligations of the Procuring Agency and the Bidders that were previously subject to the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

22. Opening & Evaluation of Bids by the Procurement Cell

22.1. As per Rule 10 of Public Procurement Rules, 2026 (PA to establish a Procurement Cell which shall carryout procurements a per Rule 10 of Public Procurement Rules, 2026)

23. Opening & Evaluation of Bids by the Bid Evaluation Committee

23.1. As per Rule 11 of Public Procurement Rules, 2026 (PA to constitute odd number Bid Evaluation Committee for the purpose of bid opening and evaluation of all procurements with an estimated value up to two billion rupees)

24. Third Party Validation

24.1. **In compliance with Rule 12** of Public Procurement Rules, 2026, the third-party validation committee or firm shall validate all procurements above five hundred million and up to two 2 billion rupees. The third-party validation shall be conducted at specifications, bidding documents preparation, technical (if any) & final evaluation stages.

25. External Bid Evaluation Committee

25.1. **As per Rule 13 of Public Procurement Rules, 2026**, procurements with an estimated value above two billion rupees shall be opened and evaluated by the Procuring Agency's notified External Bid Evaluation Committee.

26. Opening of Bids

26.1. The Procuring Agency will open all bids through EPADS, in the presence of bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign attendance sheet as proof of their attendance.

26.2. The bids shall be opened one at a time, and the following read out and recorded: (a) the name of the bidder; (b) the presence of a bid security, if required; and (c) any other details as the procuring agency may consider appropriate.

26.3. No bid will be rejected at the time of bid opening except for bids whose bid security has not been provided to the procuring agency before submission deadline.

26.4. The procuring agency shall prepare minutes of the bid opening. The record of the bid opening shall include, as a minimum: the name of the bidder and the bid price, if applicable.

27. Confidentiality

27.1. Information relating to the examination, clarification, evaluation and comparison of bids and recommendation of contract award shall not be disclosed to bidders or any other person(s) not officially concerned with such process, until the time of the announcement of the respective evaluation report.

27.2. Any effort by a bidder to influence the procuring agency processing of bids or award decision may result in the rejection of his bid.

28. Preliminary Examination of Bids

28.1. Prior to the detailed evaluation of bids, the procuring agency will determine whether each bid:

28.1.1. meets the eligibility criteria defined in **ITB 3**;

28.1.2. has been prepared as per the format and contents defined by the procuring agency in the bidding document;

28.1.3. is accompanied by the required securities; and

28.1.4. is substantially responsive to the requirements of the bidding document.

28.2. The procuring agency will confirm that the documents and information specified under **ITB 7,8 and 9** have been provided in the bids. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the bid shall be rejected.

28.3. If a bid is not substantially responsive, it will be rejected by the procuring agency and may not subsequently be evaluated for complete technical responsiveness.

29. Examination of Terms and Conditions, Technical Evaluation

29.1. The procuring agency shall evaluate the technical aspects of the bids submitted in accordance with **ITB 21**, to confirm that all requirements specified in **Section V - Evaluation Criteria, Technical Specifications and Schedule of Requirements**, prescribed in the bidding document have

been met without material deviation or reservation.

29.2. If after the examination of the terms and conditions and the technical evaluation, the procuring agency determines that the bid is not substantially responsive in accordance with **ITB 21**, it shall reject the bids.

30. **Correction of Errors**

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

30.1.1. if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the procuring agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

30.1.2. if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

30.1.3. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

30.1.4. Where there is discrepancy between grand total of price schedule and amount mentioned on the Forms of bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

30.2. The amount stated in the bid will be adjusted by the procuring agency in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder that shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount, his bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 14**.

31. **Conversion to Single Currency**

31.1. As per Rule 42(2) of Public Procurement Rules, 2026.

32. Evaluation of Bids

32.1. The procuring agency shall evaluate bids in accordance with Rule 42 of Public Procurement Rules, 2026 and compare only those bids determined to be substantially responsive, pursuant to **ITB 21**.

32.2. In evaluating the Technical Bids of each Bidder, the Procuring Agency shall apply the evaluation criteria and methodologies specified in the **Bid Data Sheet (BDS)** and in accordance with the Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.

32.3. **In case of tie of bids, the bidders shall be provided an opportunity to offer their best and final monetary offer through EPADS. However, in no case the rates shall be higher than the original financial bids.**

32.4. The Procuring agency/Employer's evaluation of a bid will take into account:

32.4.1. the bid price, excluding provisional sums and the provision, if any, for contingencies in the summary bill of quantities, but including day work items, where priced competitively;

32.4.2. price adjustment for correction of arithmetic errors in accordance with **ITB 30**;

32.5. converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with **ITB 31**;

32.6. The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

32.7. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a successful bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations in the Form of Bid, is specified in the **BDS**.

33. Determination of Most Advantageous Bids

33.1. Selection technique will be adopted for determining the Successful Bid in accordance with the criteria referred in the **BDS** or prescribed in the separate section titled as Evaluation Criteria.

34. Abnormally Low Financial Bids

34.1. Subject to sub-rule (2), a procuring agency may, in the procurement of goods, works and services, reject a bid if it has determined that the price, in combination with other constituent elements of the bid, is abnormally low in relation to the subject matter of the procurement such that it raises material concerns on the part of the procuring agency as to the ability of the bidder to perform the procurement contract satisfactorily for the offered price.

34.2. A procuring agency shall not reject a bid as abnormally low under sub-rule (1) unless the procuring agency—

34.2.1. requested through EPADS from the bidder a written clarification of bid, including a detailed price analysis of its bid price in relation to the subject matter of the procurement contract, scope, methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding documents; and

34.2.2. having taken into account the information provided by the bidder in response to a request under clause (a) and the information included in the bid, the procuring agency determines that the bidder has failed to demonstrate its ability to perform the procurement contract satisfactorily against the offered price.

34.3. The procuring agency shall promptly communicate to the bidder concerned its decision to reject the bid, including the reasons for the decision. The procuring agency may reinitiate the bidding process after communication of such decision.

34.4. Every abnormally low bid shall be investigated in order to determine the reason for submitting the bid including whether the bid was submitted in order to remove other bidders from competition.

34.5. In case it is established after investigation that the bidder submitted an abnormally low bid to remove other bidders from competition or to frustrate the bidding process, the procuring agency may blacklist the bidder in accordance with Rule 25(1)(d).

35. Rejection of Bids

35.1. As per Rule 45 of Public Procurement Rules, 2026

36. Cancellation of procurement

36.1. As per Rule 46 of Public Procurement Rules, 2026

37. Single Responsive Bid

37.1. The procuring agency may consider single responsive subject to underlying conditions of Rule 50 of Public Procurement Rules, 2026.

38. Alternate Dispute Resolution (ADR)

38.1. As per Rule 66 of Public Procurement Rules, 2026

39. Arbitration Clause

39.1. (Appointing Authority for the Arbitrator shall be Chief justice of Honorable Islamabad High Court OR Managing Director (PPRA) OR Secretary (Ministry of Law & Justice),

40. Fee of the Arbitrator

40.1. The fee shall be specified in PKR as determined by the Appointing Authority and shall be shared equally by each party.

41. Socio-economic development

41.1. As per Rule 63 of Public Procurement Rules, 2026, PA to encourage the inclusiveness of small and medium enterprises, and marginalized groups by according preferences in line with the notified policies of the Federal Government

42. Environmental objectives

42.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured.

F. Award of Contract

43. Appointment of Contract Manager

43.1. The procuring agency shall designate a Contract Manager for each procurement or class of procurement who shall manage the contract as per Rule 58 & 59 of Public Procurement Rules, 2026.

44. Criteria of Award

44.1. The procuring agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding document and who has been declared as Successful Bid .

45. Procuring Agency's Right to reject All Bids

45.1. The procuring agency reserves the right to reject all the Bids and to annul the procurement process at any time prior to acceptance of the bid(s), without thereby incurring any liability to the affected bidder(s).

45.2. Notice of the rejection of all bids shall be given promptly to all bidders that have submitted the bids. The procuring agency shall upon request communicate to any bidder the grounds for the rejection of his bid, but is not required to justify those grounds.

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

46.1. The procuring agency reserves the right, at the time of contract award, to increase or decrease not more than 15% of the original scope of related services originally specified in the Schedule of Requirements, provided that such variation does not exceed the percentage indicated in

the **Bid Data Sheet (BDS)**. This adjustment shall be made without any change in the unit price or other terms and conditions of the Bids and Bidding Documents.

47. Notification of Award

47.1. Prior to the award of contract, the procuring agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.

47.2. Bidder whose bid has been accepted, will be notified for the award by the Procuring Agency prior to expiration of the Bid Validity period through EPADS. The Letter of Award will state the sum that the procuring agency will pay the successful bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

47.3. The notification of award will constitute the formation of the Contract, subject to the condition that bidder furnish the Performance Guarantee in accordance with **ITB 33** and signing of the contract in accordance with **ITB 32**.

48. Signing of Contract

48.1. Promptly after notification of award, Procuring Agency shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract. The successful bidder and the procuring agency shall sign the contract.

49. Performance Guarantee

49.1. After the receipt of the Letter of Award, the successful bidder, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee in the amount and in the form stipulated in the **BDS and SCC**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

49.2. Failure of the successful bidder to comply with the requirement of **ITB 33.1** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the procuring agency may

make the award to the next ranked bidder or call for new bids.

50. Advance Payment

50.1. The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the **BDS**. The Advance Payment request shall be accompanied by an Advance Payment Guarantee in the form provided in Contract Forms.

51. Arbitration

51.1. The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the **SCC**.

52. Corrupt & Fraudulent Practices

52.1. Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievance Redressal & Complaint Review Mechanism

53. Constitution of Grievance Redressal

53.1. The Principal Accounting Officer or head of procuring agency or any authorized officer shall constitute a committee comprising of odd number of members completely outside the procuring agency from any other procuring agency or from the pool of experts maintained by the Authority and accessible through EPADS with necessary powers and authorizations, to address the complaints of bidders or parties that may occur prior to the entry into force of the procurement contract.

53.2. Any party may file a written complaint, two days prior to the proposal submission deadline, against the eligibility parameters, evaluation criteria or

any other terms and conditions described in the bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the GRC.

53.3. Any bidder or party feeling aggrieved by any act of the procuring agency after the submission of bid, may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

53.4. In case, the complaint is filed against the technical or final evaluation report, the GRC may suspend the procurement proceedings till the decision.

53.5. In case, the complaint is filed after the issuance of the final evaluation report, the complainant may not raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage-single envelope bidding procedure is adopted.

53.6. The GRC shall investigate and decide upon the complaint within ten days of its receipt.

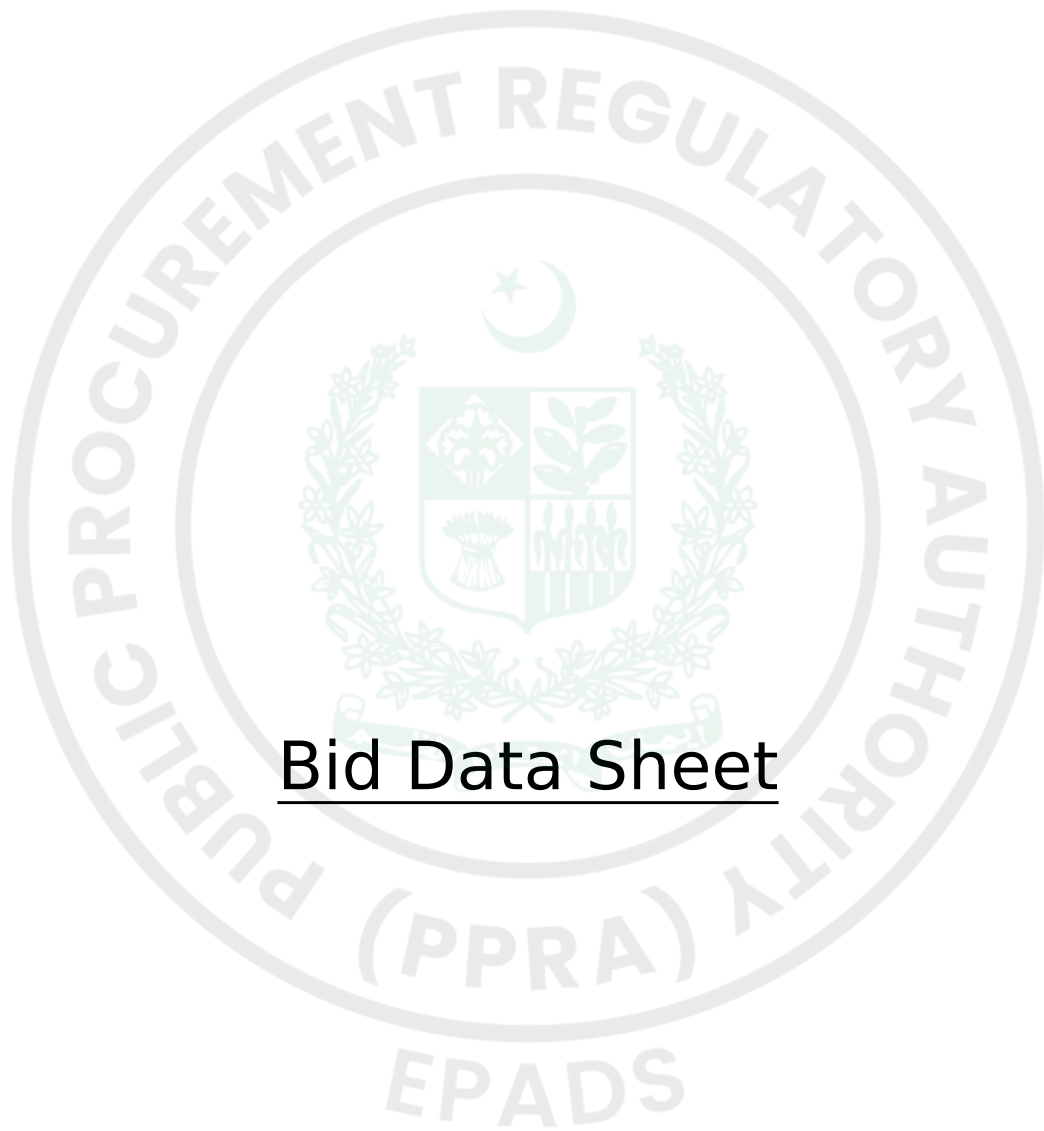
53.7. Any bidder or party not satisfied with the decision of the GRC or if GRC fails to decide within ten days under sub-rule 6, may file an appeal before the Appellate Committee of the Authority, comprising odd number of members including an external member within ten days of communication of decision subject to depositing the prescribed fee and in accordance with the procedure determined by the Authority. The Appellate Committee of the Authority shall decide the appeal within 45 days from the receipt of the appeal. The Appellate Committee may suspend the process of award of contract to such period as deemed appropriate during the pendency of appeal. The decision of the Appellate Committee of the Authority shall be considered as final.

H. Blacklisting/ Debarment

55. Procedure for Blacklisting/Debarment

55.1. The procuring agency may initiate blacklisting proceedings against contractor/supplier in accordance with Rule-25 of the Public Procurement Rules, 2026 , Mechanism for Blacklisting, Debarment Regulations, 2026 and “procedure for filling and disposal of review petition under rule-25(6) of Public Procurement Rules, 2026.





Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1

ITB Number 1.1

Name of Procuring Agency: **Pakistan Sports Board (Pakistan Sports Board)**

The subject of procurement is: **DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR PHOTOVOLTAIC POWER SYSTEM WITH 1 MWH BATTERY ENERGY STORAGE SYSTEM (BESS) USING SHED AND CARPORT STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMP**

Expected commencement date: **Tuesday, December 15, 2026**

BDS Clause Number 2

ITB Number 2.1

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P161385**

BDS Clause Number 3

ITB Number 4.6

JV/Consortium or Association Allowed: **Yes**

Number of JV/Consortium Members: **3**

B. Bidding Documents

BDS Clause Number 4

ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date:
Thursday, November 12, 2026
Pre-Bid Meeting: Friday, October 30, 2026 11:00 AM
Venue: Sri Nagar Highway, Aabpara

BDS Clause Number 5

ITB Number 8.1

Any addendum, in case issued, shall be published on **Pakistan Sports Board (Pakistan Sports Board)** website and on **EPADS v2.0**.

BDS Clause Number 6

ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 7

ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 8

ITB Number 7.6

Services and Their related documents:

See section Required Services and Scope of Work

BDS Clause Number 9

ITB Number 13.1 & 13.2

Price schedule will be provided according to the format defined and acquired.

see section price schedule.

BDS Clause Number 10

ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11

ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12

ITB Number 15.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13

ITB Number 16.1

The Bids/Bid Validity period shall be: **90 Days**

BDS Clause Number 14

ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

Instrument of Bid Security Shall be in the Name of : **Pakistan Sports Board**

The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 15

ITB Number 17.3

The Bids security shall be valid for twenty-eight (28) days beyond the expiry of the Bids validity period specified in the bidding documents, for example the bid validity is 180 days so the bid security shall be valid for $180+28 = 208$ days.

BDS Clause Number 16

ITB Number 18.1

Alternative Bids to the requirements of the bidding documents will not be permitted.

D. Submission of Bids

BDS Clause Number 17

ITB Number 21.1

Bid shall be submitted online on **EPADS v2.0** whereas hard copy of the bid security should be submitted to the following;

Sri Nagar Highway, Aabpara, Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Sunday, November 15, 2026 11:00 AM**

E. Opening and Evaluation of Bids

BDS Clause Number 18

ITB Number 26.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Sunday**

Date: **Sunday, November 15, 2026**

Time : **11:30 AM**

BDS Clause Number 19

ITB Number 32.1

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Award of Contract

BDS Clause Number 20

ITB Number 49.1

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

BDS Clause Number 21

ITB Number 51.1

Arbitrator shall be appointed by mutual consent of the both parties.

G. Review of Procurement Decisions

BDS Clause Number 22

ITB Number 53.1

Grievance against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration	
NADRA CITIZENSHIP (CNIC/NICOP)	
FBR (NTN)	
FBR (GSTN)	

Eligibility Criteria	Document
Affidavit on judicial stamp paper duly notarized to the affect the firm has not been blacklisted by any government / autonomous body	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Weightage

Technical Evaluation %	
100	
Technical Marks	100
Passing Marks	62
A. Technical Capabilities	
Solar Experience (Quantitative)(Doc Required)	30
Three (03) solar projects successfully installed, tested and commissioned (30)	
Two (02) solar projects successfully installed, tested and commissioned (20)	
One (01) solar project successfully installed, tested and commissioned (10)	
BESS Experience At least one project of minimum 750KWh BESS completed in last 10 years. Ten (10) mark for each BESS project successfully installed, tested and commissioned, subject to a maximum of 100 marks for one (01) BESS projects. (Quantitative)(Doc Required)	10
Personnel Capabilities (Bidders shall furnish documentary evidence of qualification in shape of PEC certificates of Engineers, Diploma Certificates of Sub Engineers, ID cards & Salary Slips)	

B.Sc. Electrical Engineer (Quantitative)(Doc Required)	10
Experience of Electrical Engineer for five (05) years (10)	
Experience of Electrical Engineer for four (04) years (8)	
Experience of Electrical Engineer for three (03) years (6)	
Experience of Electrical Engineer for two (02) years (4)	
Experience of Electrical Engineer for one (01) year (2)	
One Electrical Engineer (Quantitative)(Doc Required)	4
One Sub Electrical (Quantitative)(Doc Required)	3
One Mechanical Engineer (Quantitative)(Doc Required)	3
Financial Capabilities Bidder (Bidder shall provide last 3 years Audit Reports / Balance Sheets duly audited by a firm of Chartered Accountants.)	
Average Annual Turnover (Quantitative)(Doc Required)	15
Average Annual Turn-over of 300 million and above (15)	
Average Annual Turn-over above 150 million and below 300 million (10)	
Average Annual Turn-over above 100 million and below 150 million. (5)	

Working Capital (Current Assets – Current Liabilities) - Audited Financial Statements for last three (03) years. (Quantitative)(Doc Required) Working Capital above 300 million. (9) Working Capital above 150 and below 300 million (6) Working Capital above 200 and below 300 million (3)	9
Available Bank Credit Line Facility - Specific Bank Credit Line Facility (Quantitative)(Doc Required) Credit Limit is 300 million or more (4) Credit Limit is 200 million and below 300 million (2) Credit Limit is 100 million and below 200 million (1)	4
Income Tax Returns - Last three (03) years Income Tax Returns (Quantitative)(Doc Required) Reported average revenue of 300 million and above (12) Reported average revenue above 150 million and below 300 million. (8) Reported average revenue above 100 million and below 300 million. (4)	12

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR PHOTOVOLTAIC POWER SYSTEM WITH 1 MWH BATTERY ENERGY STORAGE SYSTEM (BESS) USING SHED AND CARPORT STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMP	Address: Sri Nagar Highway, Aabpara, Islamabad Capital Territory Schedule: 365 Days Quantity: 1/job	1/job	6000000 PKR

Related Services :

No



Services Specifications

Positions Without Lots :

Position: DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR PHOTOVOLTAIC POWER SYSTEM WITH 1 MWH BATTERY ENERGY STORAGE SYSTEM (BESS) USING SHED AND CARPORT STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMP

Specifications / Requirements:

DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR PHOTOVOLTAIC POWER SYSTEM WITH 1 MWH BATTERY ENERGY STORAGE SYSTEM (BESS) USING SHED AND CARPORT STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMPLEX, ISLAMABAD UNDER 15-YEAR FIXED-TARIFF POWER PURCHASE AGREEMENT (PPA) MODEL AS PER BIDDING DOCUMENTS

Scope of Work

DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR PHOTOVOLTAIC POWER SYSTEM WITH 1 MWH BATTERY ENERGY STORAGE SYSTEM (BESS) USING SHED AND CARPORT STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMPLEX, ISLAMABAD UNDER 15-YEAR FIXED-TARIFF POWER PURCHASE AGREEMENT (PPA) MODEL

Brief Description

DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR PHOTOVOLTAIC POWER SYSTEM WITH 1 MWH BATTERY ENERGY STORAGE SYSTEM (BESS) USING SHED AND CARPORT STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMPLEX, ISLAMABAD UNDER 15-YEAR FIXED-TARIFF POWER PURCHASE AGREEMENT (PPA) MODEL

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract shall have the same meaning and shall be interpreted as indicated

1.1.1. “Applicable Law” means the laws and any other instruments having the force of law in the Government’s Country, or in such other country as may be specified in the Special Conditions of the Contract (SC), as they may be issued and in force from time to time;

1.1.2. “The Contract” means an agreement enforceable by law;

1.1.3. “The Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

1.1.4. “The Services” means the work to be performed by the Contractor pursuant to this Contract and as prescribed in the Specifications and Schedule of Activities included in the Contractor’s Bid;

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, 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;

1.1.6. “GCC” means the General Conditions of Contract contained in this section;

1.1.7. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;

1.1.8. “Day” means calendar day unless indicated otherwise;

1.1.9. “Effective Date” means the date on which this Contract comes into force and effect;

1.1.10. “The Contractor” means the individual or corporate body whose Bids to provide the Services has been accepted by the Procuring Agency;

1.1.11. “The Project Site,” where applicable, means the place or places named in Bid Data Sheet and technical Specifications;

1.1.12. “Government” means the Government of Pakistan;

1.1.13. “Local Currency” means the currency of Pakistan;

1.1.14. “In Writing” means communicated in written form with proof of receipt;

1.1.15. “Completion Date” means the date of completion of the Services by the Contractor as certified by the Procuring Agency;

1.1.16. “Foreign Currency” means any currency other than the currency of the country of the Procuring Agency;

1.1.17. "Party" means the Procuring Agency or the Contractor, as the case may be, and "Parties" means both of them;

1.1.18. "Service" means any object of procurement other than goods or works;

1.1.19. "Subcontractor" means any entity to which the Bidder subcontracts any part of the Services.

2. Applicable Law

2.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

3. Language

3.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Contractor and the Procuring Agency, shall be written in the **English language** unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

4. Notices

4.1. Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

5. Location

5.1. The Services shall be performed at such locations as the Procuring Agency may approve and as specified in SCC.

6. Authorized Representatives / Authority of Member in charge

6.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Agency or the Contractor may be taken or executed by the officials specified in the SCC.

B. Commencement, Completion, Modification, and Termination of Contract

7. Effectiveness of Contract

7.1. This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

8. Commencement of Services

8.1. The Contractor shall confirm availability of required resources and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

9. Program schedule

9.1. Before commencement of the Services, the Contractor shall submit to the Procuring Agency for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

10. Starting Date/Expiration Date

10.1. The Contractor shall start carrying out the Services Five (05) days after the date the Contract becomes effective, or at such other date as may be specified in the **SCC**.

10.2. Unless terminated earlier pursuant to Clause **GCC 14** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

11. Entire Agreement

11.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

12. Modification

12.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any modification(s) or variation(s) made by the other Party.

12.2. In cases of any modification(s) or variation(s), the prior written consent of the Procuring Agency is required.

13. Force Majeure

13.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Contractor and which makes a Contractor's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

13.2. No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. Extension of Time

Any period within which a Contractor shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

14. Termination

14.1. By the Procuring Agency

The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Contractor in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e);

14.1.1. If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;

14.1.2. If the Contractor becomes (or, if the Contractor consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

14.1.3. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings;

14.1.4. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.1.5. If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

14.2. By the Contractor

The Contractor may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

14.2.1. If the Procuring Agency fails to pay any money due to the Contractor pursuant to this Contract and not subject to dispute within thirty (30) calendar days after receiving written notice from the Contractor that such payment is overdue;

14.2.2. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

14.2.3. If the Procuring Agency fails to comply with any final decision reached as a result of arbitration;

14.2.4. If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Contractor's notice specifying such breach.

C. Obligations of the Contractor

15. General

15.1. Standard of Performance

15.1.1. The Contractor shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties;

15.1.2. The Contractor shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services.

15.2. Law Applicable to Services

The Contractor shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Bidders, comply with the Applicable Law.

16. Conflict of Interests

16.1. Contractor Not to Benefit from Commissions and Discounts

The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services, and the Contractor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Contractor shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

16.2. Contractor and Affiliates Not to be Otherwise Interested in Project

The Contractor agree that, during the term of this Contract and after its termination, the Contractor and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

16.3. Prohibition of Conflicting Activities

Neither the Bidder nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- 16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- 16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC**.

17. Insurance to be Taken Out by the Contractor

17.1. The Contractor(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage, as shall be specified in the **SCC**; and (b) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

18. Contractor's Actions Requiring Procuring Agency's Prior Approval

18.1. The Contractor shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 18.1.1. appointing such members of the Personnel not provided by the Contractor;
- 18.1.2. changing the Program of activities; and
- 18.1.3. any other action that may be specified in the **SCC**.

19. Reporting Obligations

19.1. The Contractor shall submit to the Procuring Agency the reports and documents in the numbers, and within the periods as prescribed by the Procuring Agency.

20. Liquidated Damages

20.1. Payments of Liquidated Damages

The Contractor shall pay liquidated damages to the Procuring Agency at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Agency may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

20.2. Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Agency shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **SCC**.

20.3. Lack of performance penalty

If the Contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, a penalty for Lack of performance will be paid by the Contractor. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the Contractor

21. Performance Guarantee

21.1. Within the time stipulated in the acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape and amount **specified in SCC.**

21.2. The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Service Provider failure to complete its obligations under the Contract.

21.3. The Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring agency and shall be in the acceptable form as specified in **SCC.**

21.4. The Performance Guarantee will be discharged by the Procuring agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

22. Sustainable Procurement

22.1. The Contractor shall conform to the sustainable procurement contractual provisions, if and as specified in the **SCC.**

D. Contractor's Personnel

23. Description of Personnel

23.1. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel. The Key Personnel listed by title as well as by name are hereby approved by the Procuring Agency.

24. Removal and / or Replacement of Personnel

24.1. Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications.

24.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

24.3. The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

E. Obligations of the Procuring Agency

25. Change in the Applicable Law

25.1. If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Contractor, then the remuneration and reimbursable expenses otherwise payable to the Contractor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred in the SCC.

26. Services and Facilities

26.1. The Procuring Agency shall make available to the Contractor and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference, at the times and in the manner specified in the Terms of Reference.

26.2. In case that such services, facilities and property shall not be made available to the Contractor, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Contractor for the performance of the Services, (ii) the manner in which the Contractor shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Contractor as a result thereof.

F. Payments to the Contractor

27. Contract Price

27.1. The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC.

28. Terms and Conditions of Payment

28.1. Payments will be made to the Contractor according to the payment schedule stated in the SCC and as per actual invoice submitted by the Contractor.

28.2. Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Contractor of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Contractor have submitted an invoice to the Procuring Agency specifying the amount due.

29. Quality Control Identifying Defects

29.1. The principle and modalities of Inspection of the Services by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Contractor's performance and notify him of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Procuring Agency may instruct the Contractor to search for a Defect and to uncover and test any service that the Procuring Agency considers may have a Defect. Defect Liability Period is as defined in the SCC.

30. Correction of Defects, and Lack of Performance Penalty

30.1. The Procuring Agency shall give notice to the contractor of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

30.2. Every time notice a Defect is given; the contractor shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

30.3. If the contractor has not corrected a Defect within the time specified in the Procuring Agency's notice, the Procuring Agency will assess the cost of having the Defect corrected, the contractor will pay this amount, and a Penalty for Lack of Performance.

31. Settlement of Disputes Amicable Settlement

31.1. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

32. Dispute Settlement

32.1. Arbitration

32.1.1. **Alternate Dispute Resolution (ADR)**, After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including

Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

32.1.2. The procuring agency shall specify mechanism for the appointment of an arbitrator expressly in the contract and the competent authority who shall appoint the arbitrator.

32.1.3. The laws of Pakistan shall apply to an arbitration unless specifically agreed to otherwise in the contract.



Special Conditions of Contract

SECTION VIII. 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 Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

Definitions

The Procuring Agency is: Pakistan Sports Board (Pakistan Sports Board), Executive Engineer Sri Nagar Highway, Aabpara, Islamabad Capital Territory

Contractor is:

The title of the subject procurement is: DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR PHOTOVOLTAIC POWER SYSTEM WITH 1 MWH BATTERY ENERGY STORAGE SYSTEM (BESS) USING SHED AND CARPORT STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMP

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

The language of the Contract, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be in **English**.

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Sports Board (Pakistan Sports Board), Executive Engineer
Sri Nagar Highway, Aabpara, Islamabad Capital Territory
+92-331-595-9887
xenpsb@sports.gov.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

[Name, address, telephone number and e-mail address]

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Sports Board (Pakistan Sports Board), Executive Engineer
Sri Nagar Highway, Aabpara, Islamabad Capital Territory
+92-331-595-9887
xenpsb@sports.gov.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 7

Effectiveness of the contract

The Contractor/Bidder shall be effective within days from the date of signature of the Contract by both parties

Number of GC Clause 8

Commencement of Contract:

The Contractor/ Bidder shall provide Non-Consultancy Services from the effective date of contract.

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be

Number of GC Clause 14

Termination

In the event of termination of the contract due to any reason as already defined in the General Conditions of Contract, the Bidder shall be responsible for providing to the Authority the Goods till the time of alternate arrangements.

Number of GC Clause 16

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 16.

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.01%** to **0.05%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:

Instrument of Performance Guarantee shall be in the Name of : **Nil**

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 27

Currency of Payment:

All the payment to be released to the contractor/Bidder shall be in Pakistani Rupees.

Number of GC Clause 28

Payment terms:

Payment will be made to the Bidder against the procured Goods and services according to the actual invoice or running bills submitted by the Bidder against the services provided within the time given in the conditions of the contract.

Number of GC Clause 29

Identifying Defects:

The Authority reserves the right at any time to inspect the premises of the provider to inspect the goods and monitor the goods being provided.

Inspections & Tests Requirements

For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Inspection Report by Procurement Committee / Inspection Team)

For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee / Inspection Team)

Delivery & Documents

Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;

Copies of the packing list identifying contents of each package;

Insurance Certificate;

Manufacturer's or Supplier's Valid Warranty Certificate;

Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report;

Certificate of Origin.

The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock

Number of GC Clause 31

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.
- ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.
- iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.
- iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.
- v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

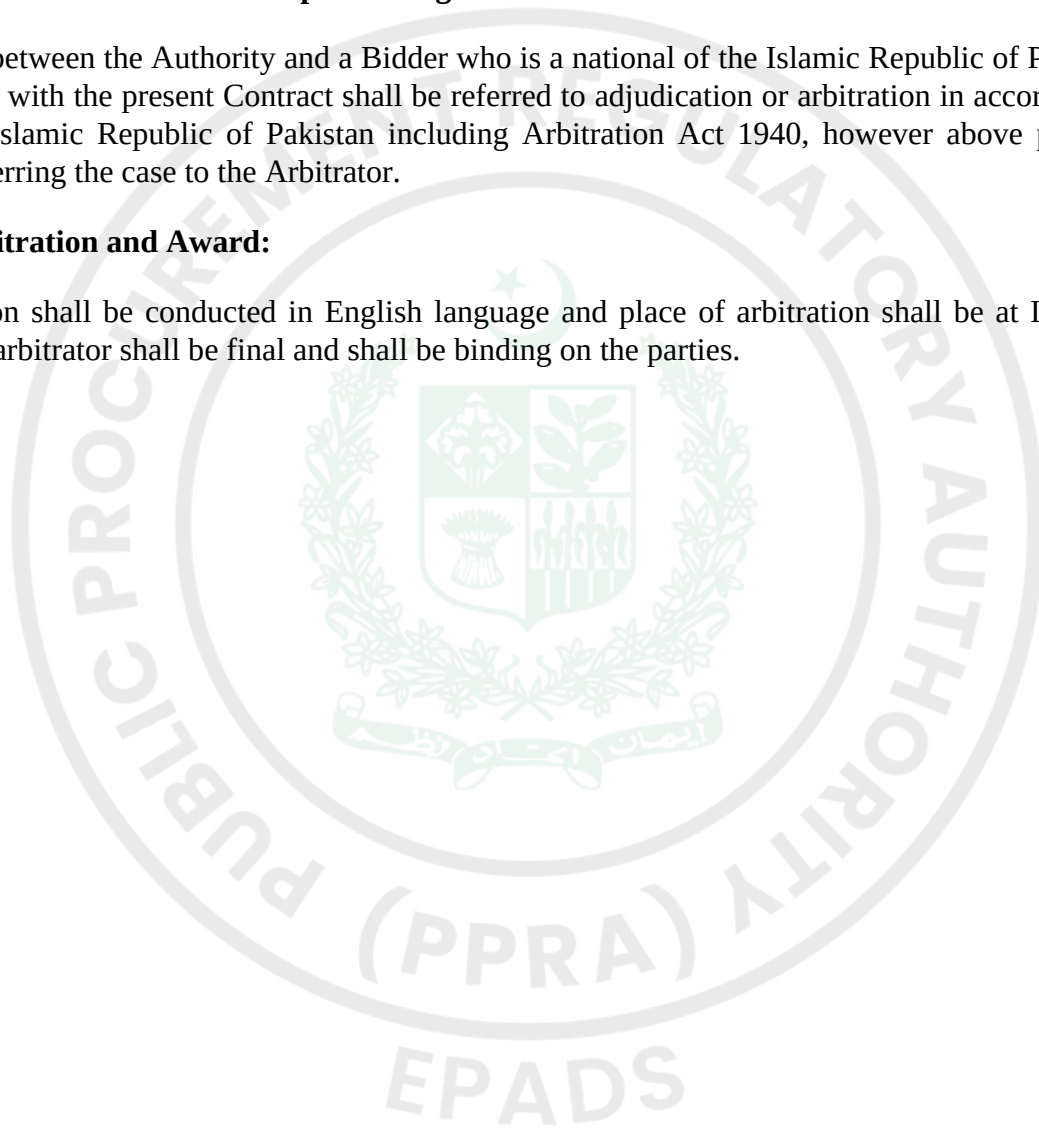
By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.





Bid Securing Declaration

Form 9: Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P161385**

To: **Pakistan Sports Board (Pakistan Sports Board), Executive Engineer Sri Nagar Highway, Aabpara, Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the ____ day of _____ 20____ between **Pakistan Sports Board (Pakistan Sports Board)**, Executive Engineer Sri Nagar Highway, Aabpara, Islamabad Capital Territory

(hereinafter called “the Procuring Agency”) of the one part and [name of Bidder] of [city and country of Bidder] (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING, COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR PHOTOVOLTAIC POWER SYSTEM WITH 1 MWH BATTERY ENERGY STORAGE SYSTEM (BESS) USING SHED AND CARPORT STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMP (P161385)** and has accepted a Bids by the Bidder for the provision of Services in the sum of [contract price in words and figures] (hereinafter called “the Contract Price”).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract 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 Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

1. This form of Contract;
2. the Form of Bids and the Price Schedule submitted by the Bidder;
3. the Schedule of Requirements;
4. the Technical Specifications;
5. the Special Conditions of Contract;
6. the General Conditions of the Contract;
7. the Procuring Agency’s Letter of Acceptance; and
8. [add here: any other documents]

3. In consideration of the payments to be made by the Procuring Agency to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring Agency to provide the Goods related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods 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 Contract to be executed in accordance with their respective laws the day and year first above written.

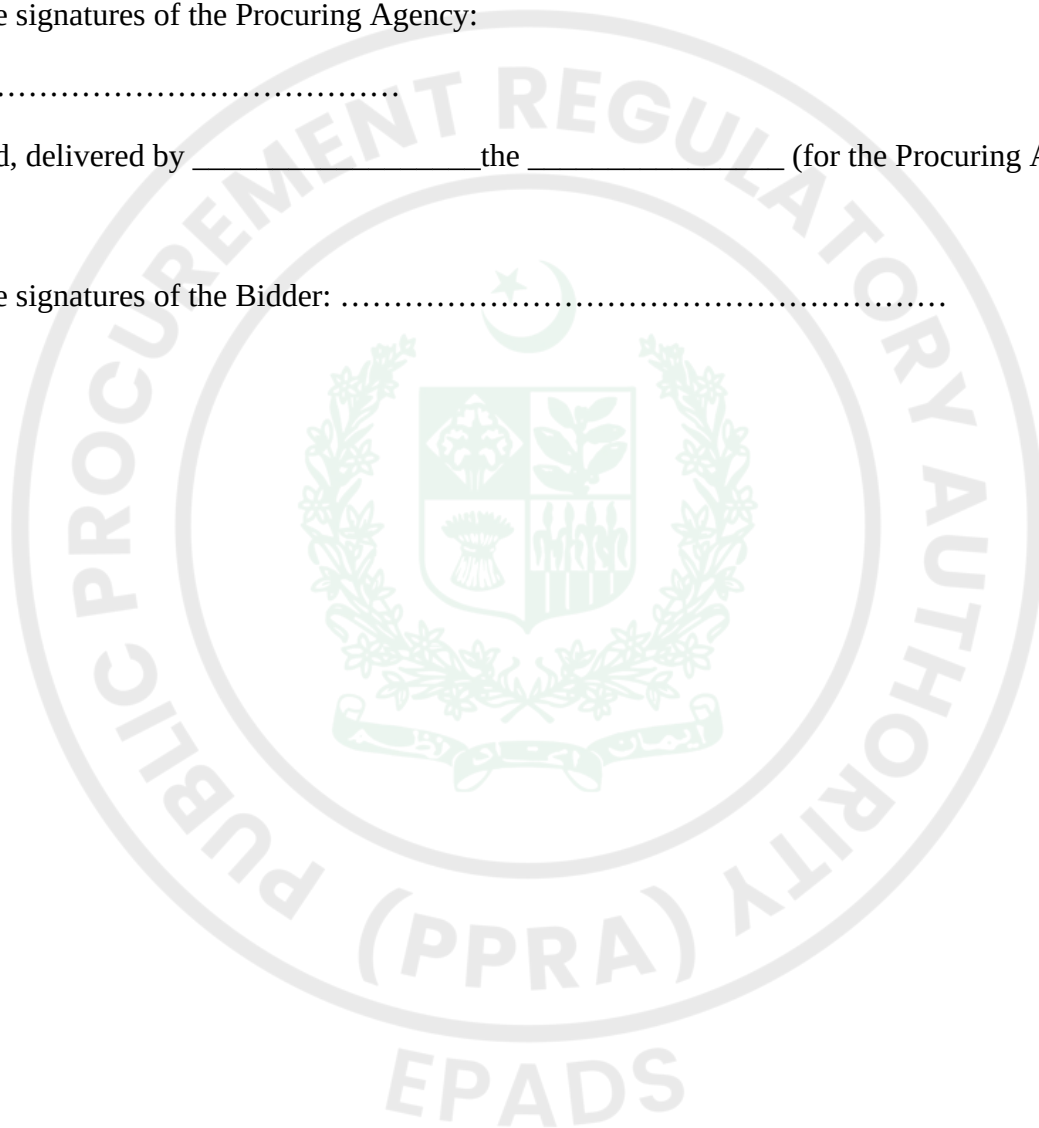
Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Witness to the signatures of the Bidder:





Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact 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 right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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



Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Sports Board (Pakistan Sports Board), Executive Engineer Sri Nagar Highway, Aabpara, Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Non-Consultancy Services(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

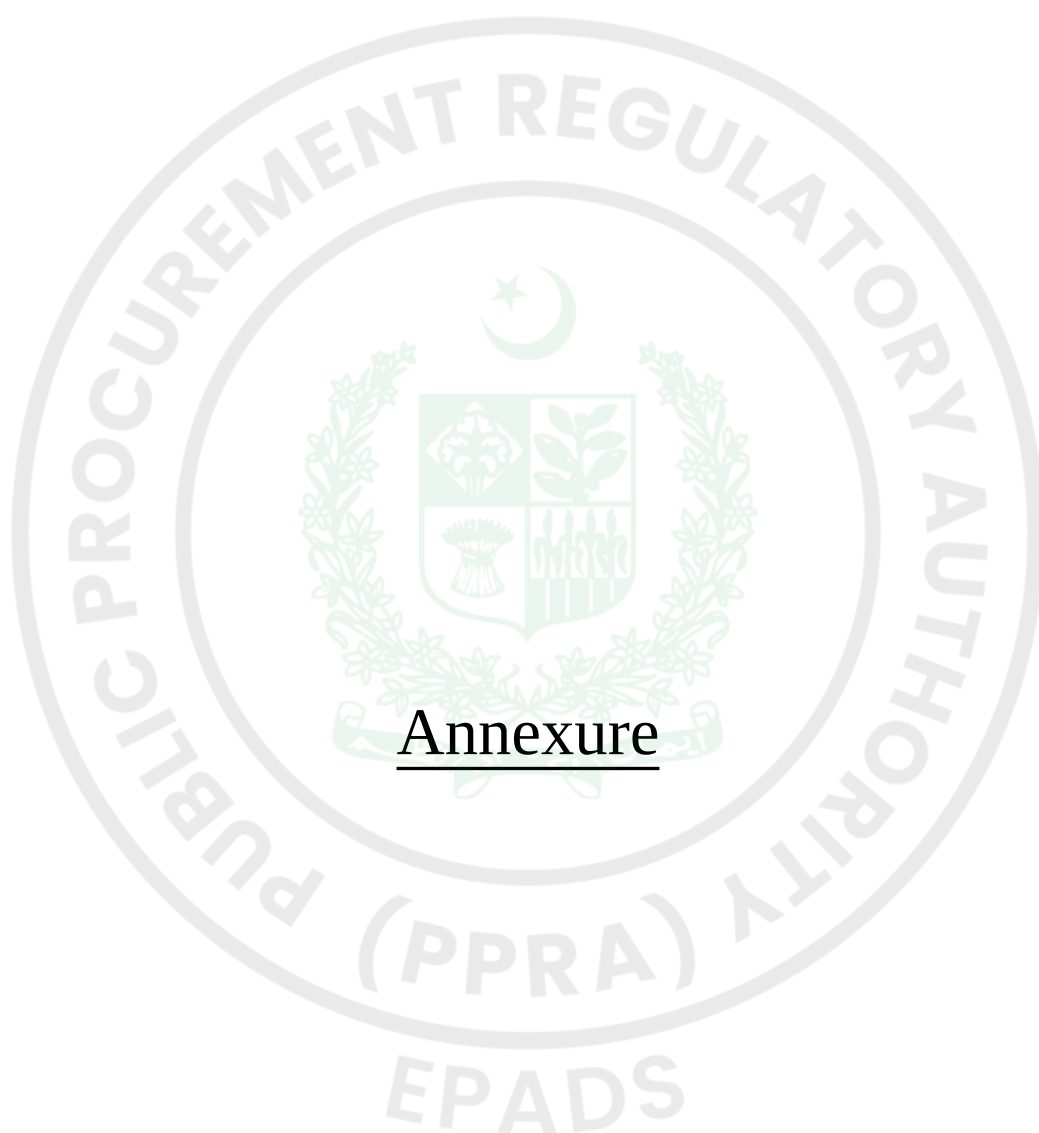
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

Annexure-A

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-A** (page number: 73)

Annexure-B

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure-B** (page number: 138)





Procurement Forms







Additional Forms and Documents

**GOVERNMENT OF PAKISTAN
PAKISTAN SPORTS BOARD ISLAMABAD**

BIDDING DOCUMENT

For

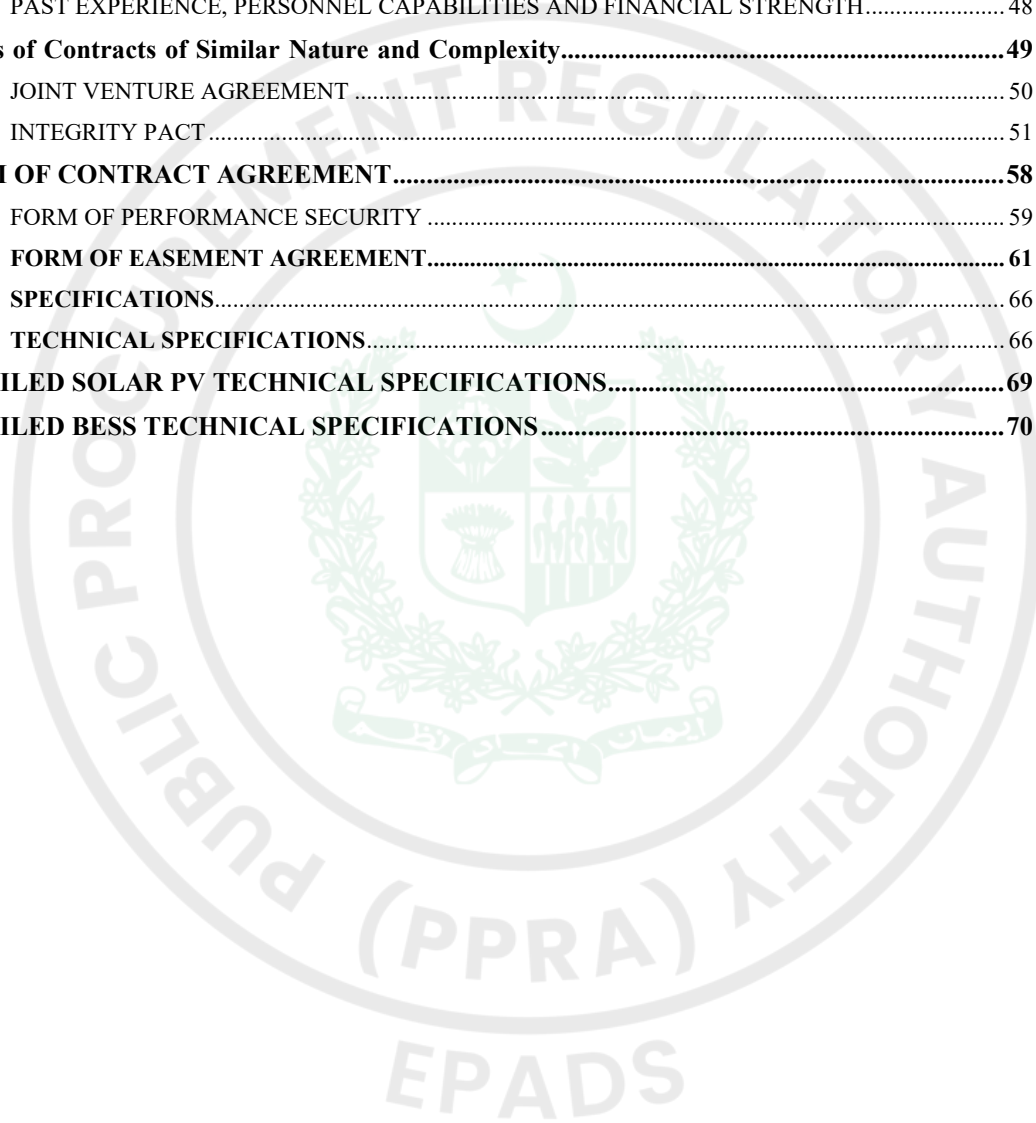
**DESIGN, FINANCING, SUPPLY, INSTALLATION, TESTING,
COMMISSIONING, OPERATION & MAINTENANCE OF 1 MW SOLAR
PHOTOVOLTAIC POWER SYSTEM WITH 1 MWh BATTERY ENERGY
STORAGE SYSTEM (BESS) USING SHED AND CARPORT
STRUCTURE AT RATIO (70:30) AT PAKISTAN SPORTS COMPLEX,
ISLAMABAD
UNDER 15-YEAR FIXED-TARIFF POWER PURCHASE AGREEMENT
(PPA) MODEL**

[SEP-2026]

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INVITATION TO BIDS

Ministry of Inter Provincial Coordination
PAKISTAN SPORTS BOARD
NOTICE INVITING TENDER

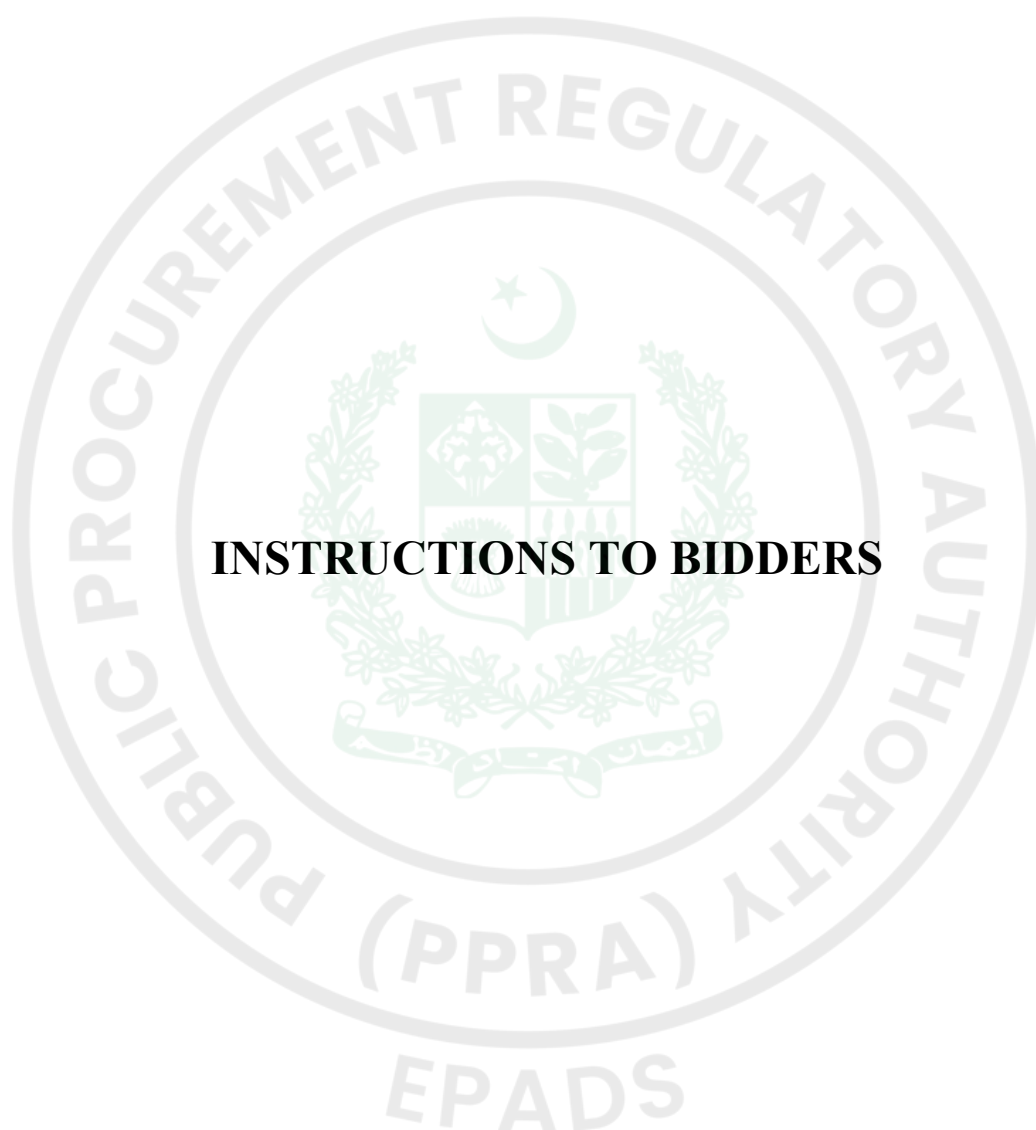
Pakistan Sports Board, Islamabad invites applications through EPADS from the Contracting Firms for invitation of bids, registered with Pakistan Engineering Council (PEC) in relevant codes and categories mentioned below valid upto 30th June, 2027 for the following projects:

Name of Project	PEC Cat.	Earnest money (Million)	Last date for submission of bid	Date & Time for opening of bids	Bidding Method
Design, Financing, Supply, Installation, Testing, Commissioning, Operation & Maintenance Of 1 Mw Solar Photovoltaic Power System With 1 Mwh Battery Energy Storage System (Bess) Using Shed And Carport Structure At Ratio (70:30) At Pakistan Sports Complex, Islamabad Under 15-Year Fixed-Tariff Power Purchase Agreement (PPA) Model	C-4	06.00	15.11.2026 1100 hours	15.11.2026 1130 hours	Single Stage Two Envelope

A Pre-Bid Meeting will be held on 30-10-2026 at 1100 Hrs in Committee Room PSB. The bidding documents can be downloaded & uploaded from <http://eprocure.gov.pk> and tender notice is also available on PSB's website www.sports.gov.pk as well as **PPRA website**. The applications should be submitted through **EPADS** alongwith complete information including technical and financial proposals in accordance with the instructions to the bidders. Manual submissions of bids shall not be entertained:

S#	Term and Condition
i)	The firm should meet the evaluation criteria as mentioned in the bidding documents.
ii)	The details / proof of National NTN / and firm on ATL.
iii)	Affidavit on judicial stamp paper duly notarized to the affect the firm has not been blacklisted by any government / autonomous body.
iv)	The bid security / earnest money shall be submitted in the form of bank draft / pay order / CDR in favour of Director General, Pakistan Sports Board, Islamabad.
v)	One copy of only technical proposal (not financial proposal) in hard form as uploaded on EPADS shall be submitted. In case of differences, the documents / information as envisaged in the downloaded proposals shall prevail.
vi)	The scan copy of the bid security shall be uploaded with the Technical Proposal and original must be submitted to undersigned before closing date and time otherwise the bid will consider nonresponsive.
vii)	The competent authority reserves the right to accept or reject any or all bids under Rule-33 of the PPRA Rule, 2004.
Viii)	Bidders are advised to visit the site for a better understanding of the field conditions.

Executive Engineer
Pakistan Sports Board, Islamabad
Near Abpara, Srinagar Highway, Islamabad.
Ph: 051-9202410



INSTRUCTIONS TO BIDDERS

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Director General, PSB wishes to receive bids for the Design, Financing, Supply, Installation, Testing, Commissioning, Operation & Maintenance Of 1 Mw Solar Photovoltaic Power System With 1 Mwh Battery Energy Storage System (Bess) Using Shed And Carport Structure At Ratio (70:30) At Pakistan Sports Complex, Islamabad under 15-year fixed-tariff power purchase agreement (PPA) model as described in these bidding documents, and summarized in the bidding data hereinafter referred to as the “works”.
- 1.2 The Successful Bidder will be expected to complete the Works within the time specified in Appendix-A to the Bid.

IB.2 Source of Funds

- 2.1 The Successful Bidder shall be solely responsible for arrangement of all funds required for the Design, Financing, Supply, Installation, Testing, Commissioning, Operation & Maintenance Of 1 Mw Solar Photovoltaic Power System With 1 MWh Battery Energy Storage System (Bess) Using Shed and Carport Structure at Ratio (70:30) At Pakistan Sports Complex, Islamabad under 15-year fixed-tariff power purchase agreement (PPA) though his own resources.

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders registered with Pakistan Engineering Council (PEC) in category C-4 with Code E-11 (Solar Works).

IB.4 One Bid per Bidder

- 4.1 Each bidder shall submit only one bid either by himself, or as a partner in a Joint Venture. A bidder who submits or participates in more than one bid (other than alternatives pursuant to Clause IB.16) will be disqualified.

IB.5 Cost of Bidding

- 5.1 The bidders shall bear all costs associated with the preparation and submission of their respective bids and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IB.6 Site Visit

- 6.1 The bidders may visit and examine the Site of Works and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into a contract for the Works. All cost in this respect shall be at the bidder's own expense.
- 6.2 The bidders and any of their personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidders, their personnel and agents, will release and indemnify the Employer, his personnel and agents from and against all liability in respect

thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection.

B. BIDDING DOCUMENTS

IB.7 Contents of Bidding Documents

7.1 The Bidding Documents, in addition to invitation for bids, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.9.

1. Instructions to Bidders;
2. Bidding Data;
3. Letters of Technical Bid & Price Bid;
4. Appendices to Bid;
5. Conditions of Contract;
6. Contract Data;
7. Form of Bid Security;
8. Form of Performance Security;
9. Form of Advance Payment Guarantee;
10. Form of Contract Agreement;
11. Specifications.

7.2 The bidders are expected to examine carefully the contents of all the above Bidding Documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.26, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.8 Clarification of Bidding Documents

8.1 Any prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing at the Employer's address indicated in the Invitation for Bids.

IB.9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

9.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 7.1 hereof and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

C. PREPARATION OF BIDS

IB.10 Language of Bid

10.1 The bid and all correspondence and documents related to the bid exchanged by a bidder and the Employer shall be in the bid language stipulated in the Bidding Data and particular Conditions of Contract. Supporting documents and printed literature furnished by the bidders may be in any other language provided the same are accompanied by an accurate

translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.11 Documents Comprising the Bid

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other Price Bid, containing the documents listed in Bidding Data under the heading of 11.1 A & B respectively.
- 11.2 Bids submitted by a Joint Venture (JV) shall include a copy of the JV Agreement entered into by all partners. Alternatively, a letter of intent to execute a JV Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement. The role to be played by each partner to be specified therein. Bids submitted by a JV of two (2) or more firms shall comply with the following requirements:
- (a) In case of successful bid, the form of JV Agreement shall be signed and be registered as per law so as to be legally binding on all partners within four (4) days of the receipt of Letter of Acceptance failing which the contract and the Letter of Acceptance shall stand void and redundant.
 - (b) One of the JV partners shall be nominated as being in charge and this Authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV partners. In case of a company submitting chain of Authority including board resolution to this effect or any authorization required under the law shall be mandatory.
 - (c) The partners-in-charge shall always be duly authorized to deal with the Employer regarding all matters related with and/or incidental to the execution of Works as per the terms and conditions of JV Agreement and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the JV.
 - (d) All partners of the JV shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of JV Agreement (in case of a successful bid): and
 - (e) A copy of JV Agreement shall be submitted before signing of the Contract, stating the conditions under which JV will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the JV, and any other information necessary to permit a full appraisal of its functioning. The JV agreement shall be deemed part of the Contract. No amendments/modifications whatsoever in the JV agreement shall be agreed to between the JV partners without prior written consent of the Employer.
- 11.3 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in the Bidding Forms, in sufficient detail to demonstrate the adequacy of Bidders' proposal to meet the Works requirements and the completion time referred to in sub-clause 1.2 hereof.

IB.12 Bid Prices

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole of the Works as described in Sub-Clause 1.1 hereof, based on lump sum price of the Works.
- 12.2 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause shall be included in the rates and prices and the total Bid Price submitted by a bidder. After the date of bid submission deadline, any additional / reduced duties, taxes and levies due to subsequent additions or changes in legislation shall be reimbursed / deducted.

IB.13 Currencies of Bid and Payment

- 13.1 The price of the Works shall be quoted by the bidders entirely in Pak rupees.

IB.14 Bid Validity

- 14.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.23.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.15 in all respects.

IB.15 Bid Security

- 15.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount not less than 6,000,000 in Pak Rupees.
- 15.2 The Bid Security shall be, at the option of the bidder, in the form of Demand Draft, Call Deposit Receipt, Pay Order or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of and acceptable to the Employer valid for a period thirty (30) days beyond the Bid Validity date.
- 15.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than fifteen (15) days after the expiration of the period of Bid Validity.
- 15.5 The Bid Security of the Successful Bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract.
- 15.6 The Bid Security may be forfeited:
- (a) If the bidder withdraws his bid except as provided in Sub-Clause 22.1;
 - (b) If the bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 27.2 hereof; or
 - (c) In case of Successful Bidder, if he fails within the specified time limit to:
 - (i) Furnish the required Performance Security; or

- (ii) Sign the Contract.
- (iii) Furnish the required JV agreement within four (4) Days of the receipt of Letter of Acceptance.

IB.16 Alternate Proposal by Bidder

- 16.1 Should any bidder consider that he can offer any advantages to the Employer by a modification to the specifications or other conditions, he may, in addition to his bid to be submitted in strict compliance with the Bidding Documents, submit any Alternate Proposal(s) containing (a) relevant design specifications/calculations; (b) technical specifications; (c) proposed construction methodology; and (d) any other relevant details / conditions, provided always that the total sum entered on the Form of Bid shall be that which represents complete compliance with the Bidding Documents. The technical details and financial implications involved are to be submitted in two separate sealed envelopes as to be followed in main bid proposals.
- 16.2 Alternate Proposal(s), if any, of the lowest evaluated responsive bidder in sole discretion of the Employer may only be considered by the Employer as the basis for the award of Contract to such bidder.

IB.17 Pre-Bid Meeting

- 17.1 The Employer may, on his own motion/discretion or at the request of any prospective bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting is as stipulated in the Bidding Data. All prospective bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 17.2 The bidders are requested to submit questions, if any, in writing so as to reach the Employer not later than three (3) days before the proposed pre-bid meeting.
- 17.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all purchasers of the Bidding Documents. Any modification of the Bidding Documents listed in Sub-Clause 7.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause IB.9 and not through the minutes of the pre-bid meeting.
- 17.4 Absence at the pre-bid meeting will not be a cause for disqualification of a bidder.

IB.18 Format and Signing of Bid

- 18.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 18.2 All appendices to Bid are to be properly completed and signed.
- 18.3 No alteration is to be made in the Form of Bid nor in the Appendices thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 18.4 Each bidder shall prepare by filling out the forms completely and without alterations one (1) original and one (1) copy of the documents comprising the bid and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the

original shall prevail.

- 18.5 The original and the copy of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the Bidding Data and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be signed or initiated by the person signing the bid.
- 18.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 18.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 18.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.19 Sealing and Marking of Bids

- 19.1 Each bidder shall submit his bid as under:

“Bids Separate Technical & Financial should be submitted electronically only through EPADS. Manual Submission of Bid is not allowed”.

IB.20 Deadline for Submission of Bids

- 20.1 (a) Bids must be received by the Employer on EPADS not later than time and date specified in the Invitation for Bids.
- 20.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.21 Late Bids

- 21.1 (a) Any bid received by the Employer after the deadline for submission of bids prescribed in Clause IB.20 will be returned unopened to such bidder.

IB.22 Modification, Substitution and Withdrawal of Bids

- 22.1 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.15.

E. BID OPENING AND EVALUATION

IB.23 Bid Opening

- 23.1 A committee consisting of nominated members by the Employer and by the Engineer will open the Bids, including withdrawals, substitution and modifications made pursuant to Clause IB.21, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids. Technical Bids will be opened first. At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend opening of the Price Bids.

The Bidders' representatives who are present shall sign in a register evidencing their attendance.

- 23.2 Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.

IB.24 Process to be Confidential

- 24.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least seven (07) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of such bidder's bid. However, any bidder feeling aggrieved may lodge a written complaint concerning his grievances within seven (07) days of announcement of technical evaluation report and five (05) days after issuance of final evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.25 Clarification of Bids

- 25.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause IB.28.
- 25.2 If a bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

IB.26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid is substantially responsive to the requirements of the Bidding Documents.
- 26.2 A substantially responsive bid is one which (i) meets the eligibility and qualification criteria under the Bidding Documents; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and

specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affect in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Only substantially responsive bids shall be considered for further evaluation.

- 26.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation. The Employer may, however, seek confirmation / clarification in writing which shall be responded in writing.

IB.27 Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors and where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
- 27.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub- Clause 15.6(b) hereof.

IB.28 Evaluation and Comparison of Bids

- 28.1 The Employer will evaluate and compare only those Bids which are substantially responsive in accordance with Clause IB.26.
- 28.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price for errors pursuant to Clause IB.27.
- 28.3 The estimated effect of the price adjustment provisions of the Conditions of Contract due to Variation, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

Following Sub-Clause is added:

- 28.4 Evaluation Criteria / Documents Establishing Bidder's Eligibility and Qualifications
Bidder/Manufacturer must possess and provide evidence of the following experience:

A. Technical Capabilities (Maximum Marks 40, Passing Marks 25)			
Category	Requirement	Assigned Marks	Explanation / Criteria for Marks Obtained
Solar Experience	At least 3 solar projects of 1MWp or above each, completed in last 10 years.	30	Ten (10) mark for each solar project successfully installed, tested and commissioned, subject to a maximum of 30 marks for three (03) solar projects.
BESS Experience	At least one project of minimum 750KWh BESS completed in last 10 years.	10	Ten (10) mark for each BESS project successfully installed, tested and commissioned, subject to a maximum of 100 marks for one (01) BESS projects.
	TOTAL	40	

B. Personnel Capabilities (Maximum Marks 20, Passing Marks 12)			
Category	Requirement	Marks Assigned	Explanation for Marks Obtained
B.Sc. Electrical Engineer	Minimum one (01) Electrical registered with PEC, having five (05) years' experience.	10	• Max Marks i.e. Ten (10) will be given if the Experience of electrical engineer is five (05) years or above. • Two (02) mark for each year of experience.
Strength of Engineers and Sub Engineers	1 Electrical and 2 Sub-Engineers Electrical / Mechanical	10	• Four (04) mark for each Engineer registered with PEC. • Three (03) mark for each Sub-Engineer.
Bidders shall furnish documentary evidence of qualification in shape of PEC certificates of Engineers, Diploma Certificates of Sub Engineers, ID cards & Salary Slips			

C. Financial Capabilities (Maximum Marks 40, Passing Marks 25)			
Category	Requirement	Marks Assigned	Explanation for Marks Obtained
Average Annual Turnover	Last 3 years Audit Reports / Balance Sheets duly audited by a firm of Chartered Accountants.	15	• Max Marks = Fifteen (15) for Average Annual Turn-over of 300 million and above. • Ten (10) marks for Average Annual Turn-over above 150 million and below 300 million. • Five (05) marks for Average Annual Turn-over above 100 million and below 150 million.
Working Capital (Current Assets – Current Liabilities)	Audited Financial Statements for last three (03) years.	09	• Max Marks = Nine (09) for Working Capital above 300 million. • Six (06) marks for above 150 and below 300 million Working Capital. • Three (03) marks for above 200 and below 300 million Working Capital.
Available Bank Credit Line Facility	Specific Bank Credit Line Facility.	04	• One (01) mark for each 100 million Credit Limit. • Full Marks are given in case of limit is 300 million or more.
Income Tax Returns	Last three (03) years Income Tax Returns.	12	• Max Marks = Twelve (12) for reported average revenue of 300 million and above. • Eight (08) marks for reported average revenue above 150 million and below 300 million. • Four (04) marks for reported average revenue above 100 million and below 300 million.
Audit Reports	Bidder shall provide last 3 years Audit Reports / Balance Sheets duly audited by a firm of Chartered Accountants.		

F. AWARD OF CONTRACT

IB.29 Award

- 29.1 Subject to Clauses IB.30 and IB.34, the Employer will award the Contract to the bidder whose bid has been determined by the Employer to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be eligible in accordance with the provisions of Clause IB.3 and qualify pursuant to criteria provided in the Bidding Documents.
- 29.2 The Employer, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in supplier's or contractor's capacities, may require the suppliers or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

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

IB.30 The Employer's Right to Accept any Bid and to Reject any or all Bids

- 30.1 Notwithstanding anything contained herein, the Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

IB.31 Notification of Award

- 31.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Employer will pay the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract Agreement (hereinafter and in the Conditions of Contract called the "Contract Price").
- 31.2 No Negotiation with the bidder having evaluated as lowest responsive or any other bidder shall be permitted.
- 31.3 The notification of award and its acceptance by the bidder will constitute the formation of the contract, binding the Employer and the bidder till signing of the formal Contract.
- 31.3 Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their Bids have been unsuccessful and return their bid securities.

IB.32 Performance Security

- 32.1 The successful bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period of fourteen (14) working days after the receipt of Letter of Acceptance.
- 32.2 Failure of the successful bidder to comply with the requirements of Sub-Clause IB.32.1 or Clauses IB.33 or IB.35 shall constitute sufficient grounds for the annulment of the award

and forfeiture of the Bid Security.

IB.33 Signing of Contract Agreement

- 33.1 Simultaneously with the furnishing of acceptable Performance Security under the Conditions of Contract, the formal Contract Agreement between the Employer and the Successful Bidder (s) shall be executed.

IB.34 General Performance of the Bidders

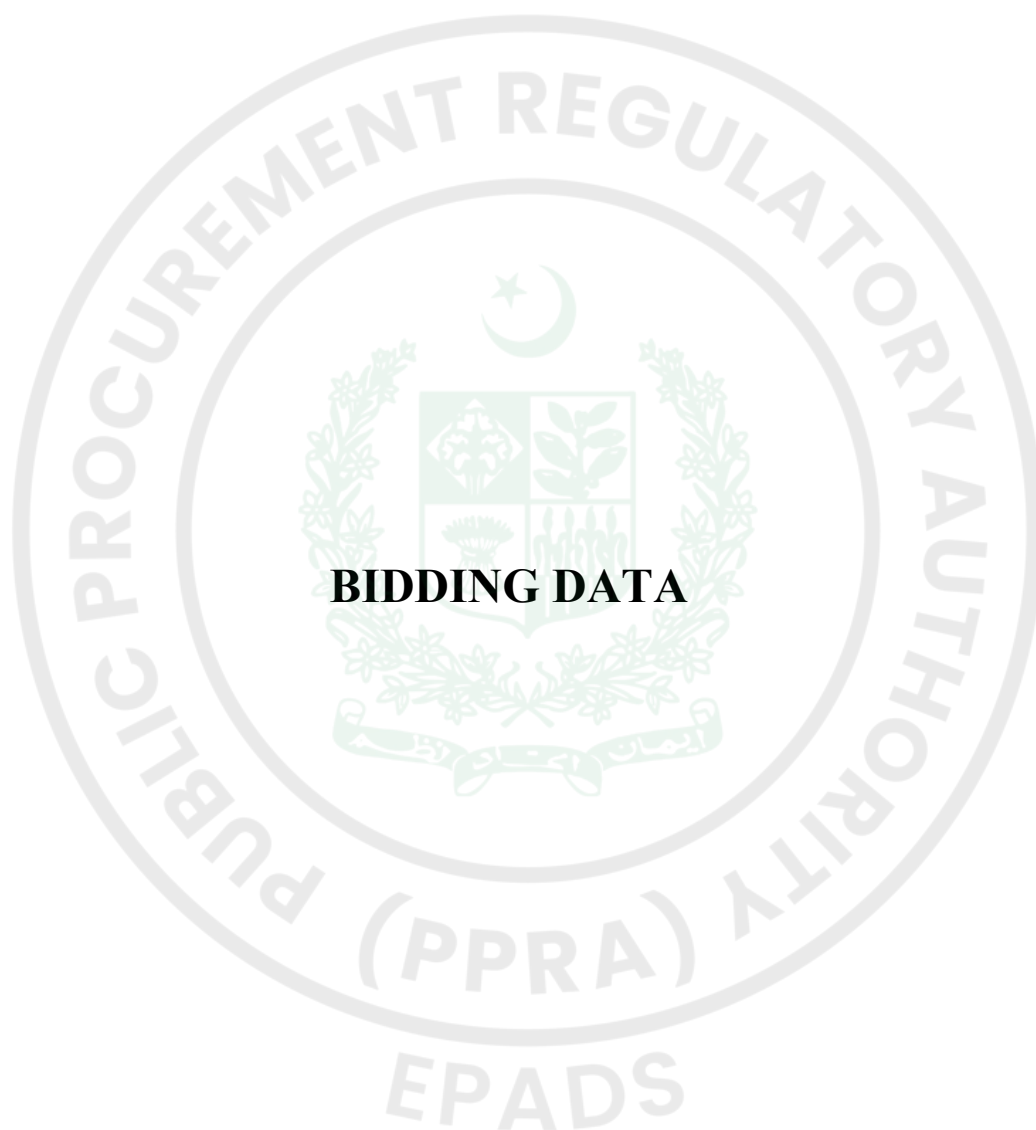
The Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts/works. The Employer may in case of consistent poor performance of any Bidder as reported by the employers of the previously awarded contracts, inter alia, reject his bid and/or take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder.

IB.35 Integrity Pact

The Bidder shall sign and stamp the Integrity Pact provided at Appendix-G to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.36 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.



BIDDING DATA

The information in this section is complementary to, amends or supplements the provisions in the Instructions to Bidders. Whenever there is conflict, the provisions herein shall take precedence over those in the Instructions to Bidders.

Reference to instruction to Bidder	Bidding Data
IB-I 1.1	Project is: “Design, Financing, Supply, Installation, Testing, Commissioning, Operation & Maintenance of 1 MWp Solar Photovoltaic Power System with 1 MWh Battery Energy Storage System (BESS) at Pakistan Sports Complex, Islamabad, under a 15-Year Fixed-Tariff Power Purchase Agreement.” The Works shall be performed/executed as per the Specifications provided in the Bidding Documents, approved Contractor Design and as per the Conditions of Contract”.
1.1	Name and Address of Employer Director General, Pakistan Sports Board, Srinagar Highway Islamabad
IB-10 10.1	<u>Bid Language:</u> English
IB-11 11.1	<u>11.1 (A)</u> The Bidder shall submit with its Technical Bid the following documents: (a) Letter of Technical Bid (b) Bid Security (IB.15) (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder (IB.18.5) (d) Proposed Construction Schedule (Appendix-A) (e) List of Sub-Contractors (If required) (Appendix-B) (f) Past Performance and Financial Strength (Appendix-C) (g) Joint Venture Agreement (if applicable) (Appendix-D) (h) Integrity Pact (Appendix-E) (i) Declaration of Beneficial Ownership (Appendix-F) (j) Affidavit of blacklisting (Appendix-G) (k) Specific System Data Checklist (Appendix-H) <u>11.1 (B)</u> The Bidder shall submit with its Price Bid the following documents: (a) Letter of Price Bid (b) Bill of Quantities (BOQ) (Appendix-K)
IB-12	Bid Evaluation Criteria shall be as per Clause IB-3,12 and 28
IB-14 14.1	<u>Bid Validity</u> Period of Bid Validity shall be ninety (90) days from the date of Bid Opening.
IB-15 15.1	<u>Bid Security</u> Amount of Bid Security shall be Rs.6,000,000/-.

15.2	The Bid security shall be in the form of a Pay Order, Demand Draft, CDR or a Bank Guarantee issued by a schedule Bank of Pakistan in favor of the Director General Pakistan Sports Board. The Bid security (Original + copies) should be submitted in a separate sealed envelope. Name of Project and name of Bidder should be clearly typed on the envelope.
IB-19 19.2 (a)	<u>Address Of the Employer</u> Director General Pakistan Sports Board, Islamabad Near Abpara, Srinagar Highway, Islamabad. Ph: 051-9202410
IB-32 32.1	<u>Performance Security:</u> Rs. 30,000,000/-. The Performance security shall be an irrevocable & unconditional bank guarantee from any Scheduled Bank of Pakistan acceptable to the Employer strictly as per Form of Performance Security provided in the Bidding Documents.
	Following clauses are added in Instructions to Bidders: IB.37 Sufficiency of Bid Each Bidder shall be deemed to have satisfied fully, before submitting the Bid, as to all aspects of the Works, correctness and sufficiency of his Bid and price stated in the Price Bid which price shall, except in so far as it is otherwise expressly provided in the Contract Agreement, cover all his obligations under the Contract Agreement and all matters and things necessary for the proper completion of Works. Objections, excuses or claims made by the bidder after submission of his Bid to the Employer shall not be entertained. IB.39 Taxes & Duties The Bidder shall obtain all information as to Pakistan Income Tax, Sales Tax, Salaries Tax, Professional Tax, Company Tax, Municipal Octroi, Levies and any other taxes imposed by the local bodies, export and import duties, import surcharge, iqra surcharge, etc. and necessary permits and confirm the requirements thereof at his own responsibility and include all such cost in his Bid price. The quoted rate shall also include the cost of accepting the general risks/liabilities and obligations set forth or implied in the Contract.



CONDITIONS OF CONTRACT

CONDITIONS OF CONTRACT

Basic Terms and Conditions

- 1. Bidder's Obligation:** Bidder shall design, finance, supply, install, test, commission, own, operate, maintain, and at the end of the Term, Transfer the System to the Employer under and in accordance with the terms and conditions of Contract Agreement and applicable laws of Pakistan.
- 2. Energy Generated by System:** Notwithstanding anything contained in Contract Agreement, during the Term, all energy generated by the System shall be in the exclusive ownership of and for use by Employer.
- 3. PPA Tenure:** Fifteen (15) Contract Years, beginning from the Commercial Operation Date (the "Term") provided.
- 4. Payment Terms:** From the Commercial Operation Date (COD) and throughout the fifteen (15) year PPA Term, Employer shall pay the Developer for the actual eligible electrical energy supplied/delivered and accepted at the designated Metering Point, measured in kilowatt-hours (kWh), at the Fixed PPA Tariff of PKR [●]/kWh, as quoted by the successful Bidder and incorporated in the Power Purchase Agreement
 - (a) **Billing:** The Developer shall submit an invoice on a monthly basis based on the energy recorded through the approved/revenue-grade metering system for the relevant Billing Month. The payable amount shall be calculated as:
$$\text{Monthly Payment} = \text{Eligible Metered Energy (kWh)} \times \text{Fixed PPA Tariff (PKR/kWh)}$$
 - (b) **No Advance Payment:** No advance payment shall be made for anticipated, estimated or projected energy generation. Payment shall become due only for the eligible metered energy actually supplied/delivered and accepted in accordance with the PPA.
 - (c) **Tariff Period:** The Fixed PPA Tariff shall remain applicable throughout the fifteen (15) year PPA Term from COD, without escalation or indexation, unless otherwise expressly provided in the PPA.
 - (d) **Payment of Invoice:** PSB shall pay the undisputed amount of each duly verified monthly invoice within [30] days of receipt of the complete invoice and supporting metering statement, subject to applicable taxes, deductions and other adjustments permitted under the PPA.
 - (e) **Metering and Verification:** The energy quantity used for billing shall be determined from the approved metering system in accordance with the metering and energy-accounting provisions of the PPA. In case of any discrepancy or meter malfunction, the energy quantity shall be determined in accordance with the applicable meter-testing and substitute-metering provisions of the PPA
- 5. Transfer Obligations:** Upon expiry of the fifteen (15) year PPA Term, the bidder shall transfer and hand over the complete System to the Employer, i.e. Pakistan Sports Board (PSB), free of cost and free from all liens, charges, encumbrances, claims and third-party interests.
- 6. Performance Security:** Simultaneously with the execution of the Contract Agreement, in order to secure its obligations to timely install and commission the System by Commercial Operation Date, successful bidder shall post an irrevocable, unconditional, without recourse on demand bank guarantee to be issued by a scheduled bank of Pakistan to the Contract Agreement in the amount of Pakistan Rupees equivalent to the amount as provided in the Contract Data which guarantee shall provide for draws by Employer in immediately available funds upon presentation on weekly basis. The Performance Security shall have validity as given in the Contract Data. In case bidder fails or delays to install and commission the System by Commercial Operations Date, Employer shall be entitled to encash the Performance Security

equivalent to the amount as provided in the Contract Data for each day of delay (the “Liquidated Damages”); provided, however, in case Bidder delays or fails to install and commission the System within six (06) months from Commercial Operations Date, in addition to other remedies available to Employer under the Agreement, Employer shall be entitled to encash the Performance Security in full. The Parties agree that the amounts so encashed under the Performance Security are the Parties’ reasonable and genuine estimates for the actual damages and/or losses that may reasonably be anticipated from such failures or delays in respect of such matters, and do not constitute a penalty.

7. **Condition Satisfaction Date:** the date as provided in the Contract Data.
8. **Commercial Operation Date:** the date as provided in the Contract Data.
9. **Contract Year:** A period of twelve (12) consecutive months commencing on each consecutive anniversary of the Commercial Operations Date and ending as of the end of the day preceding the next anniversary of the Commercial Operations Date, except for the first Contract Year which shall start on the Commercial Operations Date.
10. **Other conditions to be complied with by the Bidder are as follows:**
 - (i) All works required for proper installation of the System including necessary civil works for mounting structures of solar module, shall be done by the Bidder;
 - (ii) All necessary electrical wiring from existing electrical distribution box up to PCU of the System and back from PCU to distribution box shall have to be done by the Bidder including supply of all required materials. The wiring shall have to be done in concealed conduits;
 - (iii) After completion of the proposed works, clearances of all temporary works/ materials shall be the sole responsibility of the Bidder and this shall be removed immediately after the requirement of such temporary work is completed;
 - (iv) General aesthetics & cleanliness in regard to the installation of various systems shall have to be maintained in accordance with the aesthetics of the site;
 - (v) Arrangement of proper earthing mechanism and lightening arresters shall be done at site as per the requirements of the System;
 - (vi) Warrantee, Operation and Maintenance period will include rectification /replacement of all the defective and consumable components/items. However, all the non-functional parts/ materials/ items replaced during the Warrantee, Operation and Maintenance period shall be the property of the bidder;
 - (vii) Six months prior to expiry of the Term, the bidder will conduct on-site training of the employers personnel regarding assembly, start-up, operation, maintenance and repairs of the System;
 - (viii) Rectification of all the defects developed in the System during Warrantee, Operation and Maintenance period shall have to be done by the bidder promptly;
 - (ix) During Warrantee, Operation and Maintenance period, the bidder shall have to submit annual performance & functionality report based on the collected data. The employer will share the data with the bidder in this regard; &
 - (x) During the Warrantee, Operation and Maintenance period, employer will have all the rights to cross check the performance of the System. employer may randomly pick up its components to get them tested at accredited labs or any government approved test center. If during such tests any part is not found as per the specified technical parameters, employer will take the necessary action to recover the losses and to black list the bidder and the same may be communicated to the concerned agencies. The decision of employer in this regard will be final and binding on the bidder.

CONDITIONS OF CONTRACT

General Terms and Conditions

1. Definitions and Interpretation:

Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to the Contract Agreement as a whole and not to any particular section or subsection of the Contract Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in the Contract Agreement are strictly for convenience and shall not be considered in interpreting the Contract Agreement. The capitalized terms not otherwise defined in the Contract Agreement shall have meaning ascribed thereto in the Contract Agreement or other Exhibits, as the case may be.

2. Transfer of System after Expiry of Term

One month prior to the end of the Term, bidder shall at its sole cost and expense, provide to employer a report by an independent and qualified engineer or engineering consulting firm, selected by employer, certifying that as of the date of the report the System is in the good condition and state of repair and maintenance and in case of any discrepancies and/or deficiencies in such condition a cost estimate of the work required to remedy such discrepancies and/or deficiencies. Bidder, at its sole cost and expense, but no later than the transfer date shall remove all such discrepancies and/or deficiencies including without limitation, deficiencies in the spare parts inventory on the Facility that would be maintained by a solar PV system of a like-type to the System in accordance with prudent utility practices for a going concern. Upon expiry of the Term, Bidder shall transfer, free of all liens and encumbrances, and Lessee shall purchase the Systems alongwith all associated rights, interests, titles, licenses, permits, machinery, equipment, tools, manuals, computer programs and other applications to Employer free of cost.

3. Events Of Default

3.1. Notice And Cure Period

Except in cases of fraud, meter tampering, abandonment, insolvency, immediate safety risk or other circumstances requiring immediate action, the Non-Defaulting Party shall issue a written Notice of Default specifying the breach and corrective action required.

The Defaulting Party shall have thirty (30) days from receipt of the notice to cure the default. Where the default cannot reasonably be cured within thirty (30) days, the cure period may be extended up to a maximum of ninety (90) days, provided that the Defaulting Party:

- commences corrective action within the initial thirty (30) days;
- diligently continues corrective action; and
- submits and complies with an acceptable rectification programme.

No extension shall be available for fraud, deliberate meter tampering, abandonment or failure to maintain mandatory Performance Security.

4. Remedies Available to Employer

Upon a Bidder Event of Default, the Employer may, depending upon the nature and severity of the default:

- require immediate rectification;
- require submission and implementation of a recovery/remedial programme;
- withhold amounts genuinely attributable to the default;
- recover contractual damages and other amounts due under the PPA;
- invoke the Performance Security and/or Operational Performance Security in accordance with their terms;
- undertake or arrange emergency/protective work at the Bidder's risk and cost where necessary to protect persons, property or the System;
- exercise any contractual step-in right;
- terminate the PPA after expiry of the applicable cure period; and/or
- exercise any other remedy available under the PPA or applicable law.

The Employer shall not obtain double recovery for the same loss.

5. Remedies Available To Bidder

Where an Employer Event of Default remains uncured after the applicable cure period, the Bidder may issue a further fifteen (15) days' written notice and thereafter exercise the suspension or termination rights expressly provided under the PPA.

The Bidder shall remain entitled to payment of all undisputed amounts properly due for eligible metered energy actually supplied and accepted up to the effective termination date.

No amount for anticipated future generation, future PPA revenue, future profit, future O&M expenditure or financing return shall automatically become payable merely because the PPA has been terminated.

6. Termination Due To Bidder Default

6.1. Accrued Energy Payment

The Employer shall pay only the undisputed amount due for eligible metered electricity actually supplied and accepted up to the effective termination date, after adjustment of amounts lawfully recoverable from the Bidder.

6.2. No Compensation for Future Revenue

The Bidder shall not be entitled to compensation for:

- electricity not generated or delivered;
- anticipated or future profit;
- remaining PPA revenue;
- future O&M expenditure;
- financing return, interest or financing charges attributable to the remaining PPA Term;
- loss of business opportunity or consequential loss; or
- residual value except to the limited extent expressly permitted under Clause 6.3.

6.3. Employer's Option to Acquire System

The Employer shall have the option, but not the obligation, to acquire the System. If the Employer elects to acquire the System following Bidder Default, the Maximum Bidder Default Acquisition Value (BDAV) shall be:

$$\text{BDAV} = 25\% \times \text{BTV}$$

where:

$$\text{BTV} = \text{APC} \times (180 - \text{M}) / 180$$

APC = Accepted Project Cost determined and verified at COD; and M = number of completed months from COD to the effective termination date.

Accordingly, where termination results from the Bidder's own default, the Bidder may receive a maximum of only twenty-five percent (25%) of the unamortized Base Termination Value, subject to the further deductions below.

6.4. Further Deductions

The actual amount payable shall be:

Final Bidder Default Payment = 25% of BTV or Fair Market Value – Employer Recoveries

Employer Recoveries shall include, as applicable:

- cost of completing unfinished work;
- cost of repairing defective or damaged equipment;
- cost of restoring the System to the required contractual performance;
- contractual damages;
- outstanding amounts due to the Employer;
- insurance proceeds received or receivable in respect of the same loss;
- value of missing equipment;
- amounts recovered or recoverable under the Performance Security or Operational Performance Security; and
- other direct amounts recoverable under the PPA.

If the resulting amount is zero or negative, no Termination Payment shall be payable to the Bidder.

6.5. Removal Alternative

If the Employer does not elect to acquire the System, the Bidder shall, at its own cost, remove the System within the period specified by the Employer and restore the Site to a safe and reasonable condition. Removal shall not prejudice any accrued rights, claims or recoveries of the Employer.

7. Termination Due To Employer Default

Where the PPA is terminated solely due to an Employer Event of Default, the Bidder shall be entitled to:

- all undisputed amounts due for eligible metered energy actually supplied and accepted up to the effective termination date; and
- where the Employer elects to acquire the System, the applicable Employer Default Termination Value (EDTV) calculated in accordance with this Clause.

EDTV = BTV or independently assessed Fair Market Value – applicable Employer Recoveries

The EDTV shall be reduced by insurance proceeds, grants or compensation received for the same loss, outstanding amounts due from the Bidder, value of missing or defective equipment attributable to the Bidder, and any other amount recoverable by the Employer.

The Bidder shall not additionally claim remaining PPA revenue, anticipated profit, future O&M cost or future financing return where the System is acquired against the EDTV.

8. Accepted Project Cost (APC)

For termination purposes, the Accepted Project Cost shall be established, verified and documented at Commercial Operation Date (COD). APC shall comprise only the verified capital cost of the Solar PV System, BESS and associated equipment actually installed, tested and commissioned under the Project.

APC shall expressly exclude:

- future profit;

- future electricity revenue;
- future O&M expenditure;
- financing return or interest attributable to future periods;
- goodwill;
- consequential or opportunity losses; and
- unsupported or unverified costs.

Once established at COD, the APC shall not subsequently be increased for termination-payment purposes.

9. Year-Wise Termination Payment Schedule

The following percentages are maximum ceilings. For termination between anniversaries, BTV shall be calculated monthly on a pro-rata basis using the formula in Clause 6.3.

Completed PPA Year	Base Value – Employer Default (% of APC)	Maximum Bidder Default Acquisition Value (% of APC)
COD / Year 0	100.00%	25.00%
1	93.33%	23.33%
2	86.67%	21.67%
3	80.00%	20.00%
4	73.33%	18.33%
5	66.67%	16.67%
6	60.00%	15.00%
7	53.33%	13.33%
8	46.67%	11.67%
9	40.00%	10.00%
10	33.33%	8.33%
11	26.67%	6.67%
12	20.00%	5.00%
13	13.33%	3.33%
14	6.67%	1.67%
15	0.00%	0.00%

10. Independent Valuation

Before any termination payment is made, the Employer may appoint an independent qualified technical and/or financial expert to assess the System's condition, completeness, performance, remaining useful life and Fair Market Value. In no case shall the Employer be required to pay more than the applicable contractual termination value.

For Bidder Default:

Acquisition Price = 25% of BTV OR [Fair Market Value - all Employer Recoveries.

For Employer Default:

Acquisition Price = BTV OR Fair Market Value - applicable Employer Recoveries.

Fair Market Value shall exclude goodwill, anticipated profits, future electricity sales, future O&M income and consequential losses.

11. Transfer Of System Following Early Termination

Any termination payment for acquisition of the System shall be conditional upon the Bidder transferring to the Employer:

- the complete Solar PV System and BESS;
- all associated structures, cabling, switchgear, protection, meters, monitoring and control equipment;
- transferable warranties, guarantees, licences and permits;
- software and all passwords/access credentials;

- as-built drawings, O&M manuals, test reports and maintenance records;
- available spare parts and special tools forming part of the Project; and
- all other Project assets and documents necessary for continued operation.

The System shall be transferred free and clear of all liens, charges, financing interests, encumbrances and third-party claims. The Employer may withhold the applicable termination payment until the transfer and handover requirements have been satisfactorily completed.

12. Normal Expiry Of Fifteen-Year PPA

Upon normal expiry of the fifteen (15) year PPA Term, the termination value shall be zero.

The Bidder shall transfer and hand over the complete Solar PV System and BESS to the Employer without any further payment or consideration, free from all liens, charges, encumbrances and third-party claims, and in safe, functional and serviceable condition as required under the PPA. The Bidder shall complete required testing, defect rectification and handover documentation before issuance of the Final Handover/Acceptance Certificate by the Employer.

13. General Principles Applicable To Termination Payment

- No termination payment shall result in double recovery by the Bidder.
- No future energy payment, future profit or remaining PPA revenue shall be included unless expressly and specifically stated elsewhere in the executed PPA.
- All termination amounts shall be subject to applicable taxes, statutory deductions, set-off and Employer recoveries.
- The Employer's decision to acquire the System following Bidder Default shall remain an option and shall not constitute an automatic purchase obligation.
- Any amount payable shall be subject to verification of title and confirmation that the System can be transferred free from liens and encumbrances.
- Accrued rights and liabilities arising before termination shall survive termination to the extent provided under the PPA.

14. Miscellaneous Provisions:

14.1. Governing Law: This Contract Agreement shall be governed by, and interpreted and construed in accordance with, the laws of Pakistan.

14.2. Arbitration and Attorneys' Fees: Any dispute arising from or relating to the Contract Agreement shall be arbitrated in accordance with Arbitration Act 1940. The prevailing party in any dispute arising out of the Contract Agreement shall be entitled to reasonable attorneys' fees and costs.

14.3. Billing Dispute: In the event that any or all amounts in an Invoice are disputed by the Employer, the Employer shall submit a justification for such dispute, including details of the basis for the dispute and the portion of the Invoice that is subject to such dispute, in writing (an "Invoice Dispute Notice") to the Seller prior to the Due Date for such Invoice.

The Bidder and Employer shall use their respective reasonable endeavours to resolve any dispute identified in an Invoice Dispute Notice as soon as reasonably practicable. In the event that within five (5) Days of the delivery of a valid Invoice Dispute Notice the dispute regarding the Invoice is not resolved between the Parties, the Bidder or the

Employer may refer the dispute to be resolved by arbitration pursuant to these Settlement of Disputes provisions of this Agreement.

If the arbitrator resolves that the amount disputed in the Invoice Dispute Notice is due and payable, the arbitrator shall confirm this in writing, and the Employer shall pay the amount within seven (07) Business Days.

If the arbitrator resolves that the amount disputed in the Invoice Dispute Notice is not accurate, the arbitrator shall provide a written determination specifying the correct amount due, if any. In such case:

- i. If the arbitrator determines that a lesser amount is due, the Bidder shall issue a revised invoice reflecting the corrected amount within [30 *days*] Business Days of receiving the arbitrator's decision. The Employer shall pay this revised amount within [30 *days*] Business Days of receiving the corrected invoice.
- ii. If the arbitrator determines that no amount is due, the disputed invoice shall be considered void, and no payment shall be required from the Employer.
- iii. Any overpayment made by the Employer based on the original disputed invoice shall be credited to the Employer's account and applied to future invoices or, at the Buyer's option, refunded within [30 *days*] Business Days.

The Bidder and Employer agree to abide by the arbitrator's decision as final and binding, subject to any rights of appeal under the Applicable Law.

14.4. Billing Error: In the event that there is an error in the amounts billed in any Invoice submitted by the Seller, such error shall be rectified by the Bidder within seven (07) Business Days of the determination thereof.

Any erroneous amount paid to the Bidder by the Employer as a result of a billing error shall be refunded to the Employer within seven (07) Business Days. Any amount not paid by the Employer to the Bidder as a result of a billing error shall be invoiced by the Bidder and paid by the Employer within seven (07) Business Days of receipt of such invoice.

14.5. Notices: All notices under the Contract Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in the Contract Agreement at the addresses set forth in the Contract Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.

14.6. Survival: Provisions of the Contract Agreement that should reasonably be considered to survive termination or expiry of the Contract Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Design, Warranties, and Specifications, Representations and Warranties, Confidentiality and Miscellaneous Provisions.

14.7. **Contributory Negligence:** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

14.8. **No Partnership:** No provision of the Contract Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

14.9. **Full Agreement, Modification, Invalidity, Counterparts:** This Contract Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Contract Agreement may be modified only by a writing signed by both Parties. If any provision of the Contract Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render the Contract Agreement unenforceable or invalid as a whole. This Contract Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement.

14.10. **No Third-Party Beneficiaries:** Except for the Financing Parties permitted under Section 16, this Contract Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

14.11. **Representations, and Warranties and Covenants:**

14.12. **General Representations and Warranties:** Each Party represents and warrants to the other the following as of the Effective Date:

14.12.1. Such Party is duly organized, validly existing and in good standing under the laws of the Pakistan; the execution, delivery and performance by such Party of the Contract Agreement have been duly authorized; and the Contract Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

14.12.2. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver the Contract Agreement; and such Party is in compliance with all laws that relate to the Contract Agreement in all material respects.

14.13. **Confidentiality and Publicity:**

14.13.1. Confidentiality: If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Lessee's business ("**Confidential Information**") to the other or, if in the course of performing under the Contract Agreement or negotiating the Contract Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of the Contract Agreement , including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of the Contract Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information.

14.13.2. Permitted Disclosures: Notwithstanding any other provision in the Contract Agreement , neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

Contract Data
Conditions of Contract

Sr #	Description	Clause Conditions of Contract	Explanation
1.	Amount of Performance Security	9 (Basic Terms & Conditions)	Rs. 30,000,000/-
2.	Validity of Performance Security	9 (Basic Terms & Conditions)	Ninety (90) days after the Commercial Operations Date
3.	Liquidated Damages per day	9 (Basic Terms & Conditions)	0.05% of Accepted Project Cost (APC) per day of delay beyond the contractual COD, capped at 10% of Accepted Project Cost (APC).
4.	Condition Satisfaction Date	10 (Basic Terms & Conditions)	Seven (07) days from the date of signing of the Contract Agreement (the “Effective Date”)
5.	Commercial Operation Date	11 (Basic Terms & Conditions)	One Hundred Eighty-Two Days (182) days from the Condition Satisfaction Date
6.	Engineer’s name and address	3 (General Terms & Conditions)	To be notified later by the Employer but not later than 15 days prior to Commercial Operations Date
7.	PPA term	3 (General Terms & Conditions)	Fifteen (15) Contract Years, beginning from the Commercial Operation Date (the “Term”) provided



STANDARD FORMS

LETTER OF TECHNICAL BID

Date: -----

Bid Reference No: _____
(Name of Contract/Project)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with instructions to Bidders (IB) 9;
- (b) We offer to design, finance, supply, install, test, commission, own, operate, maintain, and at the end of the Term, Transfer the System in conformity with the Bidding Documents;
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [●] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the undertakings and obligations of our bid, we submit herewith a Bid security, in the amount specified in Bidding Data Sheet, which is valid at least thirty (30) days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB 16 (as applicable).
- (f) We agree to permit Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB 11.1 of the Bidding Data.

Name-----

In the Capacity of-----

Signed-----

Duly authorized to sign the Bid for and on behalf of:-----

Date:-----

Address:-----

LETTER OF FINANCIAL BID

Date: _____
Bid Reference No: _____
(Name of Contract/Project)

To:

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with instructions to Bidders (IB) 9;
- b. The total price of our Bid, excluding any discounts and including all applicable taxes, offered is: _____/KWh.
- b. Our Bid shall be valid for a period of [●] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c. If our Bid is accepted, we commit to obtain and post a performance security in accordance with the Bidding Documents;
- d. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract Agreement is executed in accordance with the Bidding Documents;
- e. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Project;
- f. We understand that you are not bound to accept the most advantageous bid or any other bid that you may receive;
- g. We agree to permit Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB 11.1 of the Bidding Data Sheet;
- h. If awarded the contract, the person named below shall act as Bidder's representative.

Name -----
In the capacity of -----
Signed -----
Duly authorized to sign the Bid for and on behalf of -----
Date -----
Address -----

FORM FP-2 – BLANK FIXED PPA TARIFF SCHEDULE

S.No	Financial Item	Bidder to Fill	Instruction
1.	Fixed PPA Tariff	PKR _____ / kWh	Quote to four decimal places if desired.
2.	PPA Term	15 Years	Fixed by PSB; bidder shall not alter.
3.	Tariff Escalation	NIL	No escalation/indexation permitted.
4.	Separate O&M Charge	NIL	Included in tariff.
5.	Separate BESS Capacity Charge	NIL	Included in tariff.
6.	Minimum Take-or-Pay Charge	NIL	Not permitted
7.	Project Financing / CAPEX Charge	NIL	Included in tariff.
8.	End-of-Term Transfer Price	NIL	Facility to transfer as specified in PPA.

Fixed Tariff in words: Pakistan Rupees

_____ per kWh.

Authorized Signatory: _____ Date: _____

Stamp: _____

BID SECURITY **(Bank Guarantee)**

Security Executed on _____
(Date)

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

Name of Principal (Bidder) with Address _____

Security Amount in 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 "Procuring Agency") 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 Procuring Agency; and

WHEREAS, the Procuring Agency 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 Procuring Agency, conditioned as under:

- 1) that the Bid Security shall remain in force up to and including the date [●] days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Agency, notice of which extension(s) to the Surety is hereby waived;
- 2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Agency 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 for such Project and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Agency pursuant to Clause 15.6 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 Agreement with the said Procuring Agency in accordance with his Bid as accepted and furnish within [●] 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 Procuring Agency for the faithful performance and proper fulfilment of the said Contract Agreement 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 Procuring Agency the said sum upon first written demand of the Procuring Agency (without cavil or argument) and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the 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 Procuring Agency forthwith and without any reference to the 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.

SURETY (Bank)

WITNESS:

1. _____

Signature _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



APPENDICES

Appendix-A to Bid

PROPOSED CONSTRUCTION SCHEDULE

[The Project shall be completed on or before the date stated in the Contract Data. The Bidder shall provide as Appendix-A to Bid, the Construction Schedule in the bar chart (CPM, PERT or any other to be specified herein) showing the sequence of work items and the period of time during which he proposes to complete each work item in such a manner that his proposed programme for completion of the whole of the Project and parts of the Project shall not exceed the time period specified in the Contract Data. Such period shall commence in accordance with the terms and conditions of the Contract Agreement.]



METHOD OF PERFORMING THE PROJECT

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

1. Organization Chart indicating head office and field office personnel involved in management and supervision, engineering, equipment maintenance and purchasing.
2. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
3. The method of executing the Project, the procedures for installation of equipment and machinery and transportation of equipment and materials to the site.
4. Quality control / Quality assurance to be adopted including procedures to be followed for carrying out all tests required under specifications.]

Appendix-C to Bid

LIST OF SUBCONTRACTORS

[Name of Bidder] intend to subcontract the following parts of the Project to subcontractors. We hereby confirm that the subcontractors named hereunder are reliable and competent to perform that part of the Project for which each is listed.

Please find enclosed the documentation outlining experience of subcontractors, the curriculum vitae and experience of their key personnel who will be assigned to the Contract, equipment to be supplied by them, size, location and type of contracts carried out in the past.

Part of Project (Give Details)	Subcontractor (With Complete Address)
1	2

**ORGANIZATION CHART
FOR THE SUPERVISORY STAFF**

[Please insert the complete details of the supervisory staff who will monitor and ensure the quality installation and commissioning of the System in accordance with the Specifications given under the Bidding Documents.]



Appendix-E to Bid

PAST EXPERIENCE, PERSONNEL CAPABILITIES AND FINANCIAL STRENGTH

Please provide requisite documentary evidence to substantiate the past experience, personnel capabilities and financial strength of the Bidder for evaluation as per the Qualification Criteria given below.

Sr. #	Category	Criteria	Required Documents
I.	Experience Record	At least 3 solar projects of 1MWp or above each, including at least one project of 750KWh BESS in last 10 years.	As per EXP-1 Form
II.	Financial Strength	Average Annual Turnover of minimum PKR 300 Million in last three years. Minimum average Net Worth of PKR 50 Million in last two years	Audited Financial Reports of last last two years

Note:

- i. Qualification status shall be decided on Pass / Fail basis.
- ii. In case of JV, all the members shall collectively comply/qualify the Qualification requirements as specified above.

Form EXP-1:
Details of Contracts of Similar Nature and Complexity

Name of Bidder or partner of a joint venture

Use a separate sheet for each contract.

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address
4.	Nature of Works
5.	Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture
6.	Capacity (kW) & Value (PKR) of the total contract.
7.	Date of Award
8.	Date of Completion
9.	Contract Duration (Years and Months)

Note: The Bidder shall attach documentary evidence (contract agreement / PO / completion certificate or any other document) to substantiate the above facts/data.

JOINT VENTURE AGREEMENT

[Please provide certified true copy of Joint Venture (JV) Agreement, if applicable.]



INTEGRITY PACT

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

Name of Bidder:

Name of Procuring Agency:

Signature:

[Seal]

Signature:

[Seal]

DECLARATION OF BENEFICIAL OWNERS

The “**Declaration of Beneficial Owners**” Information of Public Procurement Contract Awarded Regulations, 2022” require that all procuring agencies while engaging in public procurement contract worth Rs. 50 Million and above shall make a mandatory provision of beneficial ownership information of the company in the said contract as prescribed in following performa to these regulations. The procuring agencies while entering into such contracts shall publicize the beneficial ownership information of the company on PPRA’s website. The procuring agency shall forward all such contracts containing the beneficial ownership information to the Authority for placing it on PPRA’S website. Accordingly, if applicable, the following performa shall be submitted by the bidders along with the Technical Bid.

DECLARATION OF ULTIMATE BENEFICIAL OWNERS INFORMATION FOR PUBLIC PROCUREMENT CONTRACTS.

1. Name _____
2. Father’s Name / Spouse’s Name _____
3. CNIC / NICOP / Passport No. _____
4. Nationality _____
5. Residential Address _____
6. Email Address _____
7. Date on which shareholding control or interest acquired in the business _____
8. In case of indirect shareholding control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company)/ limited liability partnership / association of persons / Single Member company / partnership firm / trust any other individual body corporate (to be specified)	Date of incorporation / registration	Name of registering authority	Business Address	Country	Email Address	Percentage of shareholding control or interest of BO in the legal person or legal arrangement	Percentage of shareholding control or interest of legal person or legal arrangement in the company	Identity of natural person who ultimately owns or controls the legal person or arrangement

9. Information about the Board of Directors (Details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

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1	2	3	4	5	6	7	8
Name and Surname (in Block Letters)	CNIC No. (in case of foreigner passport No)	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full of the registered / principal office address for a subscribers other than natural person	Number of shares taken by cash subscriber (in figures and words)

10. Any other information incidental to or relevant to Beneficial owner(s)

Name and Signature
(Person authorized to issue notice on behalf of the company)

AFFIDAVIT OF BLACKLISTING

[Please provide an affidavit that the bidder has not been blacklisted by any government/public department/ donor agencies at the time of submission of bid.]



FORM OF CONTRACT AGREEMENT

This solar Power Purchase Agreement (the “**Contract Agreement**”) is entered into at [●] on this [●] day of [●] 2026 (the “**Effective Date**”) by the parties listed below (each a “**Party**” and collectively the “**Parties**”).

Employer:		Contractor:	
Name and Address	Pakistan Sports Board	Name and Address	[Insert name of Successful Bidder]
Phone		Phone	
Fax		Fax	
E-mail		E-mail	

A. WHEREAS, Employer on [●] issued a Request for Proposals (RFP) to design, finance, supply, installation, testing, commissioning, operation, maintenance, and at the end of the contract Term transfer the Solar Power System at [●] (the “**System**” or the “**Project**”);

B. WHEREAS, in response to the RFP, bid/proposal offered by Bidder M/s-- being the lowest evaluated has been accepted and a Letter of Acceptance has been issued to bidder for the development of the Project; and

C. WHEREAS, pursuant to the terms and conditions of Letter of Acceptance, the Employer is entering into this Agreement with the Lessor.

NOW THEREFORE, this Agreement along-with Exhibits attached hereto set forth the terms and conditions of the design, finance, supply, installation, testing, commissioning, operation, maintenance, and at the end of the Term transfer the 1 MW Solar PV System at [●] (the “**System**” or the “**Project**”) to be installed at the Employer’s premises described in----- (the “**Premises**”).

The Following Docs listed below are incorporated by reference and made and read and construed as integral part of this Agreement.

<u>Exhibit 1</u>	Basic Terms and Conditions
<u>Exhibit 2</u>	System Specifications, Drawings & Layout
<u>Exhibit 3</u>	General Terms and Conditions
<u>Exhibit 4</u>	Form of Contract Agreement
<u>Exhibit 5</u>	Contract Data
<u>Exhibit 6</u>	Form of Performance Security
<u>Exhibit 7</u>	The Letter of Acceptance
<u>Exhibit 8</u>	The Letter of Price Bid, Letter of Technical Bid and Appendices
<u>Exhibit 9</u>	Payment Commitment Letter / Authorization

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written.

Bidder:

Witnesses:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

CNIC: _____

Lessee:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
CNIC: _____



FORM OF PERFORMANCE SECURITY (Bank Guarantee)

[ON PAKISTAN STAMP PAPER]

To: DG, Pakistan Sports Board

Date of the Performance Security: [●]

Guarantee No. [●]

Amount of this Performance Security: [●]

Validity upto: [●]

THIS PERFORMANCE SECURITY is executed at [---place---] on this [---] day of [---month---] [---year---] by:

[---Name of the issuing Bank---] having its registered office at [---] (hereinafter referred to as the **“Guarantor,”** which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally);

On the request and on behalf of [insert name of Bidder], a [company/firm] registered under the laws of Islamic Republic of Pakistan having its registered office at [●] (hereinafter referred to as the **“Bidder/Contractor”** which expression shall mean and include its successors, executors, administrators and legal representatives, whether jointly or severally);

In favour of the [insert name of Employer] (hereinafter referred to as the **“Beneficiary,”** which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally).

WHEREAS:

As required by the Beneficiary, the Guarantor, at the request and on behalf of Bidder, hereby furnishes this irrevocable, unconditional, without recourse, on demand bank guarantee (hereinafter referred to as the **“Performance Security”**) in favour of the Beneficiary to secure the performance of the obligations of Bidder to design, supply, install and commission the System under and in accordance with the Contract Agreement dated [].

NOW THEREFORE, this Performance Security witnesseth as under:-

1. In the event that Bidder defaults in, delays, or fails to design, supply, install and commission the System under and in accordance with the terms of the Contract Agreement of which the Beneficiary shall be the sole arbiter, the Guarantor as primary obligor and not as mere surety shall, on the Beneficiary's first written demand, pay to the Beneficiary by any method of payment acceptable to the Beneficiary, the entire sum of, or any portion demanded by it of the sum of [Rs.]. Such first written demand of the Beneficiary shall only state that the Bidder has defaulted in, or delayed, or failed to meet its obligations under the Contract Agreement. The decision of the Beneficiary as to Bidder's default, delay, or failure in the performance shall be final and unquestionable and Guarantor hereby irrevocably and expressly waives all rights to raise dispute or contestation in respect thereof.
2. The Guarantor's obligations as set out in this Performance Security shall be continuing obligations and demands hereunder may be made at any time and from time to time in accordance with its terms.
3. No set-off, counterclaim, reduction, or diminution of any obligation that the Guarantor has or may have against the Beneficiary shall be available to it against the Beneficiary in connection with any of its obligations to the Beneficiary under this Performance Security.
4. This Performance Security shall be governed by the laws of Pakistan and shall come into full force and effect on the date of its issuance by the Guarantor.
5. The Guarantor's maximum liability under this Performance Security is limited to the sum of [Rs.]. This Performance Security shall expire at the official closing of the counters of the

Guarantor, [---name of the Branch---] [---city---], on the [---] day of [---month---] [---year---]. The Guarantor's obligation under this Performance Security is limited to payment of claims lodged in writing and presented at the counters of the Guarantor, [---name of the Branch---] [---city---], on or before the expiry date, following which date, subject to any liability for claims presented on or before the expiry date, the Guarantor shall stand fully discharged and released from any and all obligations, claims and liabilities under this Performance Security whether or not this Performance Security is returned to the Guarantor.

6. No reference to any agreement, document or instrument herein shall be construed or deemed to incorporate herein by reference.
7. Capitalised terms not otherwise defined herein shall bear the meaning ascribed to them in the Contract Agreement.

For and on behalf of the Guarantor:

[To be signed by the authorized signatory(ies) of the Bank,

Dated and Stamped with the Bank's Stamp]

[Also to be witnessed by two adult male witnesses, specifying in each case, the full name, National Identity Card # if any, and address]

FORM OF EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into this [●] day of [●], 20 (the “**Effective Date**”), by and between [insert name of the Procuring Agency] (“**Grantor**”), and [insert name of the Successful Bidder] (“**Grantee**”).

Recitals

- A. Grantor is the owner of those certain [buildings, parcels or tracts of ground] located at [●], and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which [building, parcels or tracts of ground] are referred to herein as the “**Premises**”).
- B. Grantor and Grantee entered into a certain Contract Agreement dated [●] (the “**Contract Agreement**”) pursuant to which the Grantee has agreed to design, finance, supply, construct, install, commission, operate, maintain and at the end of Term transfer the System (as defined in the Contract Agreement) on the Premises for the purpose of providing electric energy to the facility (the “**Facility**”) located on the Premises.
- C. Grantor desires to grant to Grantee the rights described herein for the purposes mentioned above.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

- 1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Facility as reasonably necessary to provide access to and services reasonably required for Grantee’s performance under the Contract Agreement. The easements granted hereunder shall run with and burden the Facility for the term of this Agreement.
- 2. **Term.** This Agreement shall remain effective for a period commencing on the Effective Date and shall expire upon earlier of (a) one month following the expiration of the Term of the Contract Agreement, and (b) earlier termination of the Contract Agreement due to default by Grantee thereunder. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.
- 3. **Obstructions.** In addition to the rights afforded Grantee under the Contract Agreement, Grantee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Premises, and may level and grade such portions of the Facility, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Grantor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Grantor covenants for itself, its heirs, successors and assigns that:

- a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Facility on which is located any portion of the System, including any related interconnection equipment; and
 - b. if such a structure or obstruction is built or placed within any portion of the Facility on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee. Grantee may erect a fence on such portions of the Facility or the Facility on which any portion of the System, are located in order to exclude Grantor and others from accessing such areas provided that Grantor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.
4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Premises and the Facility in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Grantor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Grantee.
5. **Title.** Grantor represents and warrants to Grantee that (a) Grantor holds free simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Grantee's rights hereunder or under the Contract Agreement. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises or the Facility, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Grantor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **Registration; Possession.** If so required under the laws of Pakistan, this Agreement shall be registered against the Premises by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under this Agreement only upon execution and delivery of this Agreement by the Parties hereto, and when this Agreement is duly registered, if required by applicable laws of Pakistan.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of Pakistan.
8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Contract Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and

assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.

10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.



[signature pages follow]

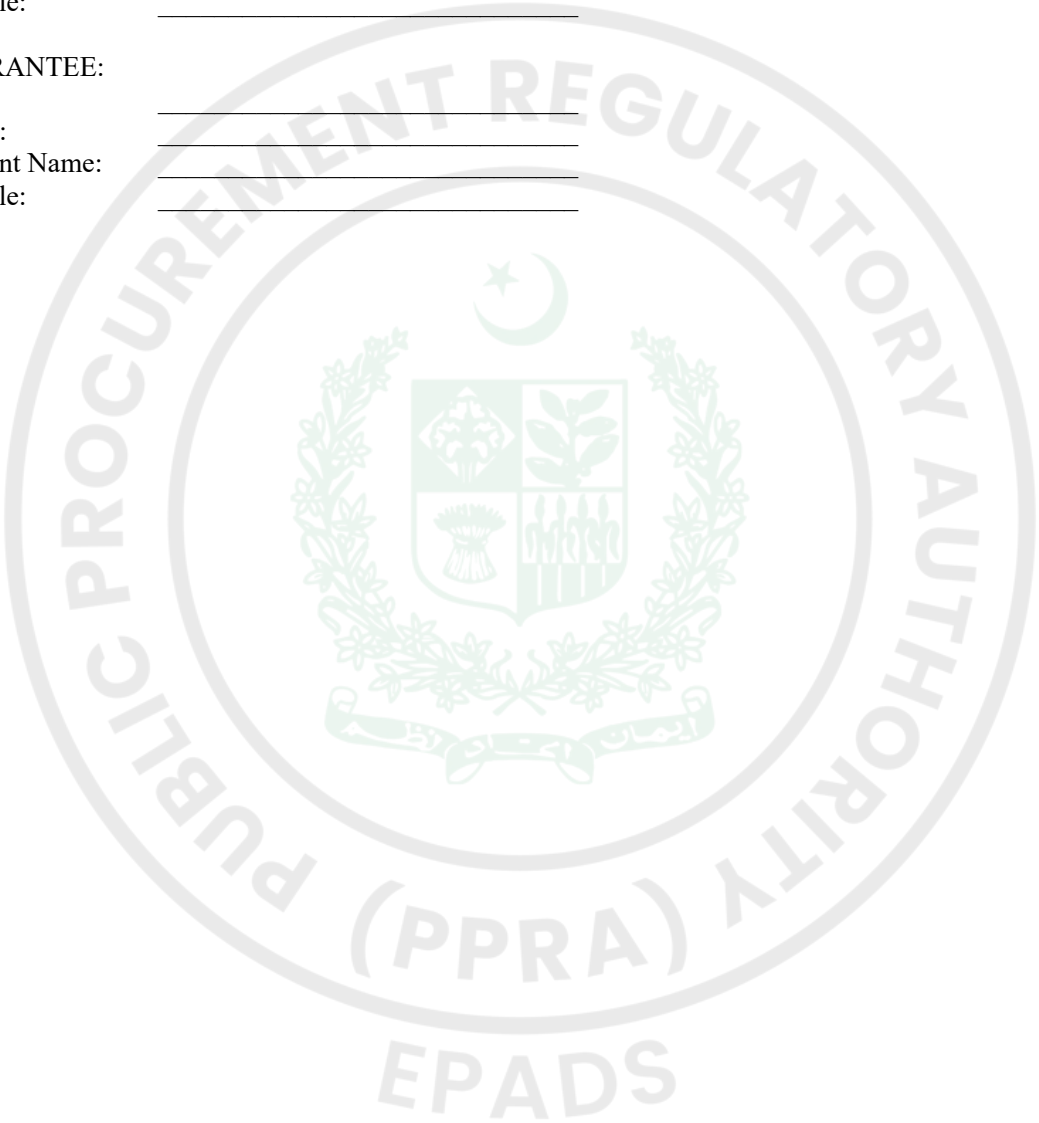
IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this _____ day of _____, 2022.

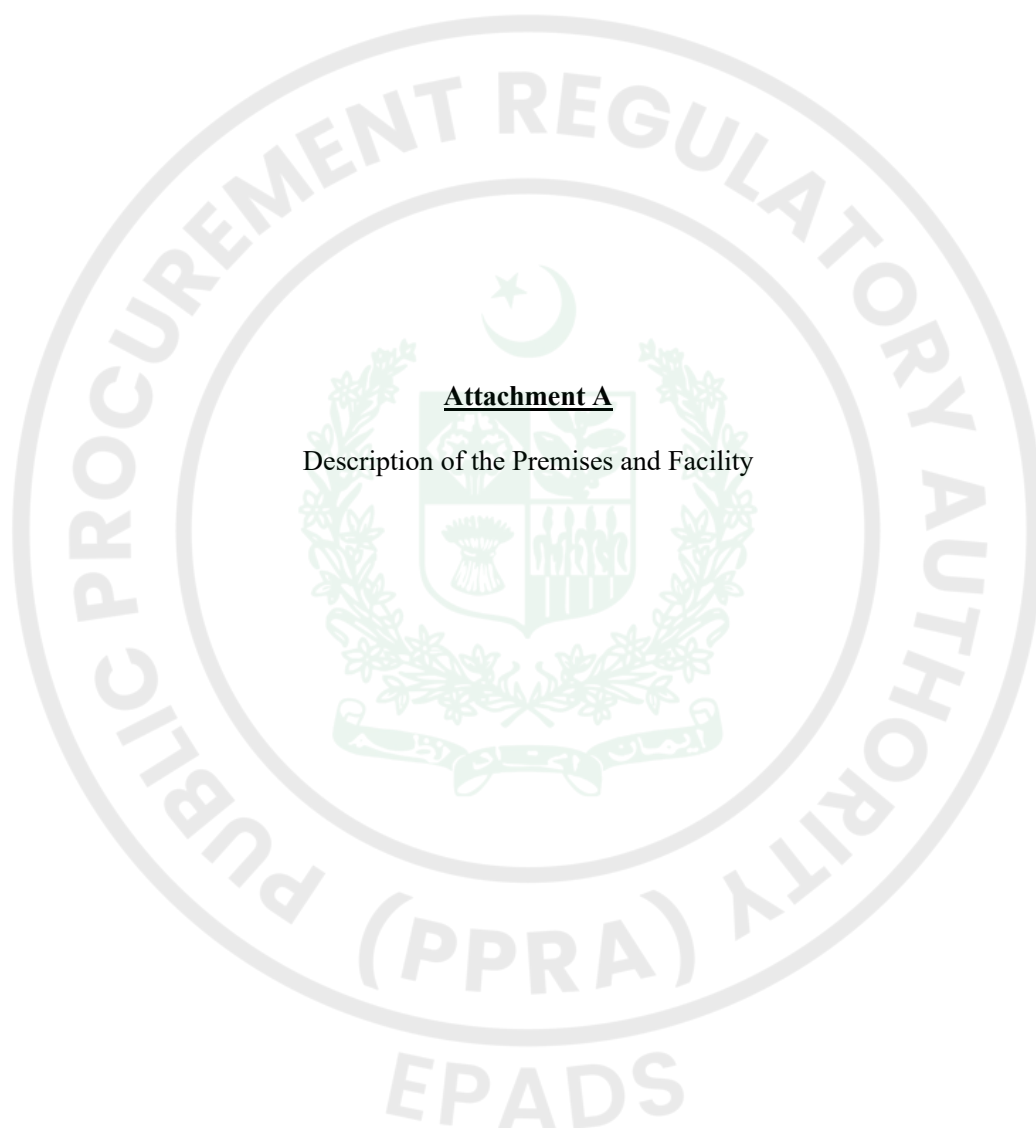
GRANTOR:

By: _____
Print Name: _____
Title: _____

GRANTEE:

By: _____
Print Name: _____
Title: _____





Attachment A

Description of the Premises and Facility

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

The following are the minimum technical specifications of the equipment being parts of the Solar PV System that shall be installed at the premises.

1. Solar PV Modules:

Manufacturer and Material Requirements:

Solar PV modules shall be of Tier-I manufacturer as per latest Bloomberg New Energy Finance (BNEF) list (for Q2 or Q3 of the year 2023). The PV technology shall be half-cut mono-PERC to maximize the yield against the available area and minimize the losses against partial shading. Each module shall have IP 65 rated Junction Boxes which shall be dust and vermin proof having copper bus bar terminals, EPDM rubber gasket, reverse blocking diodes and IEC standard 62790 compliant.

Performance and Rating Requirements:

The power rating for each PV module shall be more than 540Wp under STC conditions with positive power tolerance only. Each PV module must have efficiency greater than 20%. The proposed PV module must exhibit efficiency of more than 96% of the STC efficiency at 200 W/m² (i.e. low lighting conditions). The module Temperature

Coefficient at Pmax shall be $-0.37\% / ^\circ\text{C}$ or lesser and the operating temperature range shall be -40°C to $+85^\circ\text{C}$.

Certification Requirements:

The PV Module must be Type Tested based on IEC standard 61215 (Terrestrial PV Modules-Design qualification and type approval) and IEC 61730 (Photovoltaic module safety qualification) based insulation of Safety Class II. Modules must be free of Potential Induced Degradation (PID) and Light Induced Degradation (LID). The module shall be S.R.O 604 compliant issued by Government of Pakistan. The Flash Test report, module Test report as per IEC standards 61215 and 61730 along with pre-shipment inspection certificate shall be provided at the time of delivery of modules at site.

Warranty and Replacement:

Each module shall have minimum 12 years material and workmanship warranty and 25 years performance warranty. The Power output of each PV module shall be greater than 85% after 25 Years. Warranty shall be insured by third party.

Product Identification:

Each PV module shall have a unique barcode identification tag issued by the manufacturer. The same shall be confirmed from the manufacturer prior to verification of equipment delivery at site by the Engineer.

2. Inverters:

Performance and Rating Requirements:

The inverter shall be three phase grid tied with minimum IP65 protection having CEC efficiency of not less than 98.5 % and output frequency of 50Hz. The cumulative capacity of inverter shall be according to the total solar PV capacity to be installed and inverter's minimum input voltage shall be as per array specific design. Under all scenarios, the DC to AC ratio of the inverter shall not be more than 1.1.

The inverters shall have multiple MPPT inputs for 3-phase inverters. The Total Harmonic Distortion shall be less than 3%. The ambient operating temperature range of Inverter shall be between -25°C to 60°C . [Three phase inverter must have Diesel Generator Synchronization module for seamless integration with Generators].

Protection and Safety Requirements:

The inverter shall have AC overcurrent protection, residual current monitoring, DC reverse polarity protection, DC insulation resistance detection, PV array string fault monitoring, anti-islanding protection and Type-2 or better DC and AC SPDs. The inverter must have anti PID module to limit the harmful effects of Potential Induced Degradation of PV Modules. Inverter shall have a built-in data logger; communication

interface protections and remote monitoring capability. It shall be compliant with UL 1741, IEC 62109-1/2 for safety design.

Warranty Requirements:

The inverters shall have minimum 10 years of replacement warranty.

3. PV Balance of system:

a) Mounting Structure:

The mounting structure shall be UV resistant and shall have hot dip galvanized steel frame of gauge 12 with 85 micron or thicker zinc coating and 100 micron for base plate. Spacing from Parapet wall must be 3 ft. The structure shall have galvanic isolation and shall withstand wind speed of 150 km/h. Complete civil work (including civil blocks of 1:2:4 composition) for mounting structure installation shall be performed as required. For rooftop areas with additional slabs, rawal bolt based anchoring shall be followed in combination with waterproofing treatment.

b) DC Cables, AC Cables, Earthing wires, Conduits, Connectors, Cable Trays etc.

Copper cables with purity of 99.9% or more with XLPO insulation and rated for 1500 V shall be used. Cables shall be low smoke Halogen free along with compliance with BS 6004, BS 7644 and UL 4703 standards. Minimum size for DC cables shall be 4 mm² or as per size of PV Module Output cable (whichever is higher or given in the Bills of Quantities). Under all conditions, for DC cables, voltage drop shall be less than 0.5% at STC and for AC cables voltage drop shall be less than 1% at STC. 6 mm² earth wires for equipotential bonding shall be used. Separate DC and AC earthing each with 3 ohm or lesser resistance shall be achieved using the earthing arrangement.

Perforated cable trays of 16 gauge or thicker and UPVC/corrugated PVC pipes shall be installed with seamless terminations. The cable tray shall not be physically accessible for routine works. Flexible pipes, glands, conduits, cables ducts shall be installed as required. Conduits shall have 30% or higher spare capacity. Labeling of all cables shall be performed in compliance with IEC Standard 62491.

c) Breakers, Surge Arrester, LV Panel etc.

Circuit breaker, Protection devices and Non-Isolated Lightning Arrestors shall be installed as required. MCB/MCCB Circuit breaker for each string shall be rated for more than 1.5 times the STC current rating of the string. Under all circumstances circuit breaker rating must be less than the fuse rating of PV Module.

In case of installation of LV panel, the panel shall be IP65 rated of galvanized material with at least 16 gauge. The panel shall have protection scheme compliant with IEC Standard 62548, input and output circuit breakers as per IEC Standards, bus bar current bearing capacity as per requirement, and isolators for bus bars and AC grounding bus bar. The panel shall have digital Ammeter and Voltmeter, RYB indicator with breather vents on both sides of cabinets with RAL Color: 6021.

d) Monitoring and Control System:

Online and real time monitoring shall be provided with following parameters;

1. Energy generation (kWh)
2. Power production (kW)
3. String-level monitoring of Voltage and Current
4. Storage of 1 TB and monitoring data for at least 3 years

4. Operation Manual:

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

Note:

- Various components of Solar PV System shall additionally be conformed to the relevant national/international Electrical Safety Standards wherever applicable.
-

DETAILED SOLAR PV TECHNICAL SPECIFICATIONS

S.No	Parameter	Minimum Specification
1.	Plant Rating	Minimum 1 MW AC at Point of Interconnection; DC array optimized by Bidder.
2.	PV Modules	Mono-crystalline high-efficiency modules from bankable manufacturer; IEC 61215 and IEC 61730 compliant; product warranty ≥ 15 years; linear performance warranty ≥ 25 years.
3.	Module Degradation	Bidder to guarantee annual degradation curve; first-year and subsequent degradation clearly stated.
4.	Inverters	Grid-tied, high efficiency, multi-MPPT; IEC 62109 and applicable grid interconnection standards; anti-islanding, reactive power/power factor capability, remote monitoring.
5.	Mounting Structures with civil work and leakage protection	Hot-dip galvanized steel/aluminum, designed for site (both Carport/Shed) able to withstand wind pressure @165KM/Hour /seismic/corrosion conditions; structural calculations by qualified engineer. Moreover, leakage treatment due to structure work also will be responsibility of successful bidder
6.	DC System	Solar cable, connectors, isolators, SPD, cable management, labels and earthing suitable for outdoor solar duty.
7.	AC System	Switchgear, protection, cables, panels, transformer(s) if required and all interconnection equipment.

S.No	Parameter	Minimum Specification
8.	Performance Ratio	Guaranteed annual PR $\geq 80\%$ or Bidder's higher guaranteed value, measured under agreed methodology.
9.	Solar Availability	$\geq 98\%$ annually excluding permitted outages/force majeure.
10.	Weather Station	POA irradiance, ambient/module temperature and other sensors required for performance verification.
11.	PV-Diesel synchronizer	Quantity As per requirement

DETAILED BESS TECHNICAL SPECIFICATIONS

S.No	Parameter	Minimum Specification
1.	Rated Power	1 MW continuous AC discharge/charge capability at defined operating conditions.
2.	Usable Energy	Minimum 1 MWh usable at BOL.
3.	Use Case	Peak shaving and evening load shifting; no export to grid.
4.	Chemistry	Lithium Iron Phosphate (LFP) preferred; equivalent technology only if demonstrated equal/better safety, cycle life and bankability.
5.	Round-Trip Efficiency	Minimum 85% AC-to-AC at defined test conditions.
6.	Availability	Minimum 97% annually excluding permitted outages.
7.	End-of-Term Capacity	Developer shall maintain usable energy capacity at not less than 75% of initial guaranteed usable capacity at end of Year 15, through augmentation/replacement at Developer cost.
8.	Cycle Life	Suitable for daily cycling over 15-year term; warranty and throughput limits shall support offered dispatch strategy.
9.	PCS/EMS	Bidirectional PCS and EMS integrated with solar and site load; automatic peak shaving, scheduled evening discharge, SOC management, zero-export logic.
10.	BMS	Cell/module/rack monitoring, balancing, over/under voltage, over-current, temperature and fault protection.
11.	Thermal Management	Redundant HVAC/thermal management suitable for Islamabad ambient conditions.
12.	Fire & Life Safety	Gas/smoke/heat detection, alarms, emergency isolation, suppression and emergency response in accordance with applicable codes and authority requirements.
13.	Enclosure	Outdoor containerized/cabinet solution with appropriate IP rating, access control, signage and segregation.
14.	Warranty	Comprehensive warranty for cells/modules/racks/BMS/PCS/EMS for PPA obligations; augmentation/replacement remains Developer responsibility.

LETTER OF FINANCIAL BID

Date: _____
Bid Reference No: _____
(Name of Contract/Project)

To:

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with instructions to Bidders (IB) 9;
- b. The total price of our Bid, excluding any discounts and including all applicable taxes, offered is: _____/KWh.
- b. Our Bid shall be valid for a period of [●] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c. If our Bid is accepted, we commit to obtain and post a performance security in accordance with the Bidding Documents;
- d. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract Agreement is executed in accordance with the Bidding Documents;
- e. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other bidder for the Project;
- f. We understand that you are not bound to accept the most advantageous bid or any other bid that you may receive;
- g. We agree to permit Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Technical Bid which comprises all documents enclosed herewith in accordance with IB 11.1 of the Bidding Data Sheet;
- h. If awarded the contract, the person named below shall act as Bidder's representative.

Name -----
In the capacity of -----
Signed -----
Duly authorized to sign the Bid for and on behalf of -----
Date -----
Address -----

FORM FP-2 – BLANK FIXED PPA TARIFF SCHEDULE

S.No	Financial Item	Bidder to Fill	Instruction
1.	Fixed PPA Tariff	PKR _____ / kWh	Quote to four decimal places if desired.
2.	PPA Term	15 Years	Fixed by PSB; bidder shall not alter.
3.	Tariff Escalation	NIL	No escalation/indexation permitted.
4.	Separate O&M Charge	NIL	Included in tariff.
5.	Separate BESS Capacity Charge	NIL	Included in tariff.
6.	Minimum Take-or-Pay Charge	NIL	Not permitted
7.	Project Financing / CAPEX Charge	NIL	Included in tariff.
8.	End-of-Term Transfer Price	NIL	Facility to transfer as specified in PPA.

Fixed Tariff in words: Pakistan Rupees

_____ per kWh.

Authorized Signatory: _____ Date: _____

Stamp: _____