

INSTRUCTIONS TO BIDDERS AND APPENDICES

(A) GENERAL

IB.1 Scope of Bid and Source of Funds

1.1 Scope of Bid

“University of Agriculture, Faisalabad” (hereinafter called the “Employer”) wishes to receive Bids on EPC/Turnkey basis of **“Integrated Energy and Agriculture Concept”** at the specified site for the scope of work which includes:

- (a) EPC Works which include Design, Supply, Construction, Turnkey installation, Testing, Commissioning, and
- (b) Operation & Maintenance (O & M) Services

A detailed scope of work has been described in the Employer’s Requirement. The successful Bidder shall complete the part (a) EPC Works within the stipulated period of 150 days and part (b) Operation & Maintenance Services for 2 years as specified in these Bidding Documents.

Bidders must quote prices for the complete scope of work comprising (a) & (b). Any Bid covering partial scope of work will be considered as non-responsive, pursuant to Clause IB.24.

1.2 Detailed financial and legal aspects of O&M scope

The financial situation for the operation and maintenance of the PV Biogas Hybrid System will be as follows:

- **Scope:** Logistics of biogas substrate purchase and disposal, substrate and plant management and operation of the plant are all part of the operation scope. Details in Employer’s Requirements Document.
- **Remuneration:** The Operator will be remunerated at a fixed monthly rate.
- **Costs:** Apart from all maintenance-related costs, the Operator shall also be responsible for all purchase and logistics of the biomass that will be fed into the plant. The Operator has to take care of all collection, delivery of substrate and disposal or return of slurry to farmers by his own efforts and costs.

Availability of cow dung has been assessed in September 2017. It is made reference to the Annex I of the Employer’s Requirements, where the availability of cattle manure and the willingness of cattle owners to supply to the project is described.

The purchase and logistics of other biomass types such as chicken excrements is the Contractor’s responsibility.

- **Farming and maize silage:** The operator will as part of the arrangement be given on a free-lease basis 30 acres of university land for the cultivation of

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maize for maize silage including a solar powered drip irrigation system and basic tractor for cultivation. He will be responsible of the overall cultivation of the land and may use the installed drip irrigation system free of cost. The maize (silage) obtained from the fields can either be used as substrate directly for the biogas plant, or it can be exchanged with the local cattle owners for cow dung of a similar energetic value. The second option is preferred due to its higher sustainability (usage of maize as fodder, not as energy crop), but in case of difficulties, the operator may go back to the first option.

The operator may ask for UAF assistance in field cultivation; terms to be defined.

- **Financial analysis:** A estimate of the operational costs of the plant can be obtained from the Employer.
- **Availability:** The plant is estimated to be operating during more than 7,884 hours per year (90%). If the actual number falls to less than this value, then liquidated damages (LDs) will apply which will be specified in the EPC contract.
- **Legal Status:** The Contractor will function as the Operator of the plant. The Employer will pursue and sign the required agreements with FESCO on net metering for the export of generated excess electricity, while the Operator will help during the process.
- **Permits:** The operator will also be responsible to help the Employer to pursue any permits (if applicable) regarding plant operation, substrate logistics and disposal etc.

1.3 Source of Funds

Funds for this project are available with the Employer.

IB.2 Eligible Bidders

- 2.1 A prequalification exercise has been conducted and the firms and Joint Ventures meeting the prequalification criteria were prequalified and notified as such. Such prequalified firms and Joint Ventures are eligible for bidding subject to revalidation exercise under Clause IB.13 of these instructions.

IB.3 Eligible Goods and Services

- 3.1 All Goods & ancillary Services to be supplied under this Contract shall have their origin in eligible countries as per Appendix 'A' to Instructions to Bidders and all expenditures made under the Contract will be limited to such Goods and Services.
- 3.2 For the purpose of this Clause, "origin" means the place where the Goods are mined, grown or produced or from where the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product

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results that is substantially different in basic characteristics or in purpose or utility from its components.

- 3.3 The origin of Goods and Services is distinct from the nationality of the Bidder.

IB.4 Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

(B) BIDDING DOCUMENTS

IB.5 Contents of Bidding Documents

- 5.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addenda issued in accordance with Clause IB.7.
1. Instructions to Bidders (ITB) with Appendices to ITB
 2. Letter of Technical Bid & Schedules to Bid
Schedules to Bid are the following:
 - (i) Schedule A: Specific Works data
 - (ii) Schedule B: Proposed Organization for the Project
 - (iii) Schedule C: Method of Performing Works
 - (iv) Schedule D: Proposed Program of Works
 - (v) Schedule E: Work to be Performed by Subcontractors
 - (vi) Schedule F: Specific Operation/Plant and Equipment Details
 - (vii) Schedule G: Draft JV Agreement to be signed by the JV partners in case of successful Bidder.
 3. Letter of Price Bid & Schedules to Bid
Schedules to Bid are the following:
 - (i) Schedule J: Integrity Pact
 - (ii) Schedule K: Estimated Progress Payments
 - (iii) Schedule L: Lump Sum Cost Breakup for Major Cost Items
 - (iv) Summary of Bid Price
 4. Employer's Requirements
 5. Sample Forms
Sample Forms include the following:
 - (i) Form of Bid Security

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- (ii) Form of Contract Agreement
 - (iii) Form of Performance Security
 - (iv) Form of Bank Guarantee for Advance Payment
6. Excel Sheet to be filled by Bidders

5.2 The Bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of Bid submission will be at the Bidders own risk. Pursuant to Clause IB.24, Bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.6 Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing or by fax at the address as provided in the Invitation to Bid or through a request uploaded on the dedicated cloud based data service. The Employer will examine the request for clarification of the Bidding Documents which it receives not later than fourteen (14) days prior to the deadline for the submission of bids and if needed will issue the clarification/amendment of the Bidding Documents at least seven (7) days before the date of submission of Bids (without identifying the source of enquiry) to all prospective Bidders who have purchased the Bidding Documents.

IB.7 Amendment of Bidding Documents

- 7.1 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.
- 7.2 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 and shall be uploaded on the dedicated cloud based data service. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Employer. The Bidder shall also confirm in the Form of Bid that the information contained in such addenda have been considered in preparing his Bid.
- 7.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may at its discretion extend the deadline for submission of Bids in accordance with Clause IB.19.

(C) PREPARATION OF BIDS

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IB.8 Language of Bid

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

IB.9 Documents Comprising the Bid

- 9.1 The Bid prepared by the Bidder shall comprise the following components:
- (a) Covering Letter
 - (b) Letters of Bids duly filled, signed and sealed, in accordance with Clause IB.17.
 - (c) Schedules (A to G) to Bid duly filled and signed, in accordance with the instructions contained therein.
 - (d) Bid Security furnished in accordance with Clause IB.15.
 - (e) Power of Attorney in accordance with Clause IB 17.5.
 - (f) Draft Joint Venture Agreement (if applicable).
 - (g) Documentary evidence established in accordance with Clause IB.13 that the Bidder is still eligible to Bid and is qualified to perform the Contract if its Bid is accepted (Appendix-A to ITB).
 - (h) Documentary evidence established in accordance with Clause IB.14 that the Plant and ancillary Services to be supplied by the Bidder are eligible Plant and Services and conform to the Bidding Documents.
 - (i) Any other documents prescribed in Particular Conditions of Contract or the Employer's Requirements to be submitted with the Bid.

IB.10 Letters of Bids and Schedules

- 10.1 The Bidder shall complete, sign and seal the Letters of Bids, Schedules (A to G), or as modified) to Bid and Summary of Bid Price including Schedules J to L furnished in the Bidding Documents and shall also enclose other information as detailed in Clause IB.9.

IB.11 Bid Prices

- 11.1 The Bidder shall fill up the Summary of Bid Price including Schedules J to L attached to these documents.
- 11.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the Bidder shall remain fixed during the Bidder's performance of the Contract and

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not subject to variation on any account. Except as stated otherwise in the Bidding Document, will be treated as non-responsive, pursuant to Clause IB.24.

- 11.3 Any discount offered shall be valid for at least the period of validity of the Bid. A discount valid for lesser period shall be considered null and void.

IB.12 Currencies of Bid

- 12.1 Prices shall be quoted in PKR only.
- 12.2 The currency of payment shall be as stated in Particular Conditions of Contract.

IB.13 Documents Establishing Bidder's Eligibility and Qualifications

- 13.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, updated and authenticated documents reestablishing the Bidder's eligibility to Bid and its qualifications to perform the Contract if its Bid is accepted. Bidders are required to update the financial and technical information used for prequalification at the time of submitting their bids, to confirm their continued compliance with the prequalification criteria and verification of the information provided at the time of prequalification. A bid shall be rejected if the Applicants prequalification thresholds are no longer met at the time of bidding.

Information both regarding Technical Performance and Financial Strength supplied at the time of Prequalification must be enclosed by submitting:

- (i) an undertaking that the same is still valid
 - (ii) is authentic by the concerned country's Embassy in Pakistan
 - (iii) a certificate from the Employer of the previous project completed that these are still performing as per the concerned contract requirements. In case the Bidder is also the owner of the Plant, then such certification shall be provided by the Power Purchaser from that Plant.
 - (iv) The financial data supplied shall also be updated to December 31, 2016 and duly audited by external Auditors/Chartered Accountants. Failure to provide the above information shall render the Bid as non-responsive and may tantamount to blacklisting of the Bidder from future bidding and its name will automatically stand removed from the list of Prequalified Bidders.
- 13.2 The documentary evidence of the Bidder's eligibility to Bid shall also establish to the Employer's satisfaction that the Bidder, at the time of submission of its Bid is from an eligible source country as defined under Clause IB.2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to the Employer's satisfaction:
- (a) that, in the case of a Bidder offering to supply Plant under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Plant manufacturer or producer to supply the Plant to Pakistan;(Parent Company guarantee)

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- (b) that the Bidder/Manufacturer has the financial, technical and production capability necessary to perform the Contract; and
 - (c) that, in the case of a Bidder not doing business within Pakistan the Bidder is or will be (if successful) represented by an agent in Pakistan equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed by the Conditions of Contract and/or Technical Provisions.
- 13.4 (a) Documentation regarding the Bidder's experience on previous similar contracts must accompany with each Bid.
- Bidder shall also submit proof of their financial capability to undertake the Contract.
- In the event that the successful Bidder is a joint venture formed of two or more companies, the Employer requires that the parties to the joint venture accept joint and several liabilities for all obligations under the Contract.
- Bidders shall furnish documentary evidence of qualification on the Form "Evidence of Bidder's Capability" (Appendix A to these Instructions).
- (b) The Bidders must submit updated and audited documents mentioned in the criteria for Financial Strength in Clause 2.2 (Prequalification Criteria) of the Prequalification Documents

13.5 Joint Venture

In order for a Joint Venture to qualify:

- (a) All firms comprising the joint venture shall be legally constituted and shall continue to meet the eligibility requirement of Sub-Clause 2.1 of the Prequalification Document.
- (b) All partners of the joint venture shall at all times and under all circumstances be liable jointly and severally to Employer for the execution of the entire Contract in accordance with the Contract terms and conditions and a statement to this effect shall be included in the authorization mentioned under subsection (f) below as well as in the Form of Bid and Form of Contract Agreement (in case of a successful Bidder).
- (d) The Form of Bid, and in the case of successful Bidder, the Form of Contract Agreement, shall be signed so as to be legally binding on all partners.
- (e) One of the joint venture 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 joint venture partners.

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- (f) The partner-in-charge shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture.
- (g) A draft copy of the Joint Venture (JV) Agreement proposed to be entered into by the joint venture partners shall be submitted with the Bid stating the conditions under which it 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 joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Employer (Refer Schedule -G).

IB.14 Documents Establishing Plant's Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to Clause IB.9, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Plant and Services, which Bidder proposes to perform under the Contract.
- 14.2 The documentary evidence of the Plant and Services eligibility shall establish to the Employer's satisfaction that they will have their origin in an eligible source country as defined under Clause IB.3. A certificate of origin issued by the equipment supplier will satisfy the requirements of the set clause and shall be attached with the Bid.
- 14.3 The documentary evidence of the Plant and Services' conformity to the Bidding Documents may be in the form of literature, drawings and data and shall furnish the following in Bid Schedules A and F respectively (see these Schedules for more details):
 - (a) A description of the Plant, essential technical and performance characteristics in accordance with Schedule A to Bid.
 - (b) Complete set of technical information, description data, literature and drawings as required in accordance with Schedules A and F to Bid.

Drawings and data submitted must be in sufficient detail and clarity to permit the Employer to verify compliance with the provisions of the Bidding Documents. This will include but not be limited to the following:
 - (i) A sufficient number of drawings, illustrations and such other information as are necessary to illustrate clearly the significant characteristics such as general construction dimensions and other relevant information about the Plant to be furnished.
 - (ii) Any other information which is required for evaluation purposes.

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- (c) A clause-by-clause commentary on technical provisions of the Employer's Requirements, provided with the Bidding Documents, demonstrating the Plant's and Service's substantial responsiveness to those Requirements.

This data shall be given by the Bidder in the provided Excel sheet of the Employer's Requirements.

IB.15 Bid Security

- 15.1 Each Bidder shall furnish, as part of his Bid, a Bid Security of an amount to 5% percent of the total proposed price.
- 15.2 The Bid Security shall be, at the option of the Bidder, in the form of (i) Deposit at Call or (ii) a Bank Guarantee issued by a Scheduled Bank in Pakistan or (iii) a Bank Guarantee issued by a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, in favour of the Employer, and valid for a period twenty-eight (28) days beyond the bid validity date.
- 15.3 The Bid Security is required to protect the Employer against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 15.7 hereof.
- 15.4 Any Bid not accompanied by an acceptable Bid Security shall be considered by the Employer as non-responsive, pursuant to Clause IB.24.
- 15.5 The Bid securities of unsuccessful Bidders will be returned upon award of contract to the successful Bidder or on the expiry of validity of Bid Security whichever is earlier.
- 15.6 The Bid Security of the successful Bidder will be returned when the Bidder has furnished the required Performance Security, pursuant to Clause IB.34 and signed the Contract Agreement, pursuant to Clause IB.35.
- 15.7 The Bid Security may be forfeited:
- (a) if a Bidder withdraws his Bid during the period of Bid validity;
 - (b) if a Bidder does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 hereof; or
 - (c) in the case of a successful Bidder, if he fails to:
 - (i) furnish the required Performance Security in accordance with Clause IB.34, or
 - (ii) sign the Contract Agreement, in accordance with Clause IB.35.

IB.16 Validity of Bids

- 16.1 Bids shall remain valid for 120 days after the date of Bid opening as prescribed in Clause IB.19.
- 16.2 In exceptional circumstances prior to expiry of original Bid validity period, the

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Employer may request the Bidders to 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 forfeiture of his Bid Security. A Bidder agreeing to the request 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.17 Format and Signing of Bid

- 17.1 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.
- 17.2 All Schedules to Bid (A to G) are to be properly completed and signed.
- 17.3 No alteration is to be made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the Bid may be rejected.
- 17.4 Each Bidder shall prepare one (1) Original and five (5) Copies, of the documents comprising the bid as described in Clause IB.9 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.
- 17.5 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder. All pages of the Bid and Schedules to Bid shall be initialed and stamped by the person or persons signing the Bid.
- 17.6 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 initialed by the person or persons signing the Bid.
- 17.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper postal and e-mail 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.
- 17.8 Bidders should retain a copy of the Bidding Documents as their file copy.

(D) SUBMISSION OF BIDS

IB.18 Sealing and Marking of Bids

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- 18.1 Each Bidder shall submit his Bid as under:
- (a) ORIGINAL and all COPIES of the original Technical Bid and Price Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the ORIGINAL and COPIES of both Technical Bids and Price Bids will be put in one sealed envelope and addressed/identified as given in Sub-Clause 18.2 hereof.
 - (c) An online PDF version of the Technical part of the Bid shall be uploaded on the respective online space provided to the Bidders, with all search and index features available to the Employer.
- 18.2 The inner and outer envelopes shall;
- (a) be addressed to the Employer at the address given in Sub-Clause 6.1 heretofore.
 - (b) bear the Project name, Contract No. and Date of opening of Bid.
 - (c) provide a warning not to open before the time and date for Bid opening.
- 18.3 The Bid shall be delivered in person or sent by registered mail or through a courier service at the address of Employer as mentioned in the Invitation for Bids.
- 18.4 In addition to the identification required in Sub-Clause 18.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” pursuant to Clause IB.20.
- 18.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

IB.19 Deadline for Submission of Bids

- 19.1
- (a) Bids must be received by the Employer at the address specified in Invitation for Bids not later than the time and date stipulated in the Invitation for Bids.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of Bids.
 - (c) Where delivery of a Bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such Bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed Bid package.
 - (d) Upon request, acknowledgment of receipt of Bids will be provided to those making delivery in person or by messenger.

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- 19.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.
- 19.3 The Employer may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in accordance with Clause IB.7, 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.20 Late Bids

- 20.1 (a) Any Bid received by the Employer after the dead line for submission of Bids prescribed in Clause IB.19 will be returned unopened to such Bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a Bid to the wrong office shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid will be accomplished either in person, by messenger, courier service or by mail.

IB.21 Modification, Substitution and Withdrawal of Bids

- 21.1 Any Bidder may modify, substitute or withdraw his Bid after Bid submission provided that modification, substitution or written notice of the withdrawal is received by the Employer prior to the deadline for submission of Bids.
- 21.2 The modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.18 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 21.3 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 pursuant to Clause IB.15.

(E) BID OPENING AND EVALUATION

IB.22 Bid Opening

- 22.1 A committee consisting of nominated members by the Employer 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

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attend opening of the Price Bids.

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

- 22.2 Envelopes marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" shall be opened and read out first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.21 shall not be opened.
- 22.3 The Bidder's name, Bid Prices, unit rates, any discount offered, Bid modifications, substitutions and withdrawals, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the Bid opening. The Employer will record minutes of Bid opening.

Any Bid Price or discount which is not read out and recorded at Bid opening will not be taken into account in the evaluation of Bid. Any discount offered by the Bidder on its quoted prices, shall only be considered if such discount is either shown on the duly filled-in, signed and stamped Form of Bid/Letter of price bid or on the Summary Page of the quoted amount for Lump Sum contract. Discount if offered, through a separate letter of discount submitted with the Bid, will not be entertained and shall be considered null & void."
- 22.4 Discounts offered for lesser period than the Bid validity shall not be considered in evaluation.
- 22.5 No Bid shall be rejected at the opening of Technical Bids except for Late Bids.

IB.23 Clarification of Bids

- 23.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of typos or arithmetic errors discovered by the Employer in the evaluation of the Bids. Any unsolicited clarification submitted by a Bidder to the Employer, after the deadline of submission of the Bid, shall not be considered.
- 23.2 If the Bidder does not provide clarifications of its bid by the date and time stipulated in the Employer's request for clarification, its bid may be rejected.

IB.24 Preliminary Examination & Determination of Responsiveness of Bids

- 24.1 Prior to detailed evaluation pursuant to Clause IB.26, the Employer will determine the responsiveness of the Bids as follows:
 - (a) the Employer will examine the Bids to determine whether;
 - (i) The Bid is complete and does not deviate from the scope,

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- (ii) any computational errors have been made,
 - (iii) required sureties have been furnished,
 - (iv) the documents have been properly signed,
 - (v) the Bid is valid till required period,
 - (vi) the Bid prices are firm during currency of contract, except as otherwise stated in the Bidding Documents.
 - (vii) completion period offered is within specified limits,
 - (viii) the Bidder/Manufacturer is eligible to Bid and possesses the requisite experience,
 - (ix) the Bid does not deviate from basic technical requirements mentioned in the Employer's Requirements; and
 - (x) the Bids are generally in order.
- (b) A bid is likely not to be considered, if:
- (i) it is unsigned,
 - (ii) its validity is less than specified,
 - (iii) it indicates that Bid prices do not include the amount of income tax.
- (c) A bid shall not be considered, if:
- (i) it is not accompanied with bid security,
 - (ii) it is submitted by a Bidder who has participated in more than one Bid,
 - (iii) it is received after the deadline for submission of Bids,
 - (iv) it is submitted through fax, telex, telegram or email,
 - (v) it is submitted for incomplete scope of work
 - (vi) it indicates completion period later than specified,
 - (vii) it indicates that Works and Materials to be supplied do not meet Eligibility requirements,
 - (viii) it indicates that prices quoted are not firm during currency of the contract if the Bidders are required to quote fixed price(s),
 - (ix) the Bidder refuses to accept arithmetic correction,
 - (x) it is materially and substantially different from the Conditions/ Specifications of the Bidding Documents.

It is after review and determination of the responsiveness as per above that further action on technical evaluation will be taken.

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24.2 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the total Bid price entered in Form of Price Bid and the total shown in Schedule of Prices Summary, the amount stated in the Form of Price Bid will be corrected by the Employer in accordance with the Corrected Schedule of Prices.

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

24.3 Prior to the detailed evaluation, pursuant to Clause IB.26 the Employer will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

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) whose rectification/adoption would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

The Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to irrelevant evidence.

24.4 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

24.5 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Employer, as long as the waiver does not prejudice or affect the relative ranking of any Bidder.

IB.25 Conversion to Single Currency

25.1 Prices will be quoted in PKR only.

IB.26 Detailed Evaluation of Bids

26.1 Only the Bids previously determined to be substantially responsive pursuant to Clause IB.24 will be evaluated and compared in detail by the Employer as per

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the requirements given hereunder:

26.2 Evaluation and Comparison of Bids

(a) Bids will be evaluated for each item and/or complete scope of work.

(b) Basis of Price Comparison

The prices will be compared on the basis of the Evaluated Bid Price pursuant to Para (e) herein below.

(c) Technical Evaluation

(i) It will be examined in detail whether the Plant/facility offered by the Bidder comply with the technical provisions in the Employer's Requirements. For this purpose, design offered by the Bidder will be reviewed for which the Bidder's data submitted with the Bid under Schedule A to Bid (Specific Works Data) will be compared with the technical features/criteria of the Plant/facility detailed and prescribed by the Employer in these documents. Other technical information submitted with the Bid regarding the Scope of Work will also be reviewed including importations, if any, required.

(ii) The bidders shall be required to make a detailed presentation to the members of the Bid Evaluation Committee at the venue and date to be decided by the Employer, in order to have a better understanding of the Technical Bid. This presentation shall be limited to explanation of the Technical Bid only and no variation from the submitted Bid shall be allowed. The Bidder shall be required to make available concerned technical personnel of the Bidder to answer/clarify any queries regarding any aspect of the technical proposal. Failure to make such presentation or failure to adequately reply to the Technical Observations of the Bid Evaluation Committee member may render the Technical Proposal as non-responsive. The Technical Presentation session will be video recorded.

d) The Evaluation Criteria for evaluation of Technical and Financial Bids are given in the Employer's Requirements (Annex). All Bids shall be evaluated strictly according with these criteria.

IB.27 Domestic Preference (Not Used)

IB.28 Process to be Confidential

28. 1 Subject to Clause 23 heretofore, no Bidder shall contact Employer on any matter relating to its Bid from the time of the Bid opening to the time the Bid evaluation result is announced by the Employer. The evaluation result shall be announced at least fifteen (15) days prior to award of Contract. 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

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Bids evaluated. This announcement shall be uploaded on the dedicated data room 'box'.

- 28.2 Any effort by a Bidder to influence Employer in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the Bid evaluation result; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process.

(F) AWARD OF CONTRACT

IB.29. Post-Qualification

- 29.1 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 therefore in writing. They shall form part of the records of that bid evaluation report.

- 29.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualification submitted under Appendix A to Instructions to Bidders "Evidence of Bidder's Capability" by the Bidder pursuant to Clause IB.13, as well as such other information as required under the Bidding Documents.
- 29.3 An affirmative determination will be a pre-requisite for award of the Contract to the lowest evaluated Bidder. A negative determination will result in rejection of that Bidder's Bid in which event, Employer will proceed to undertake a similar determination of the next lowest evaluated Bidder's capabilities to perform the Contract satisfactorily.
- 29.4 The Employer shall carryout Due Diligence in accordance with provisions mentioned in the Employer's Requirements for the Lowest Evaluated Bidder.

IB.30 Award Criteria

- 30.1 Subject to Clause IB.32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price in accordance with the Evaluation Criteria, provided that such Bidder has been determined to be qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.29.

IB.31 Employer's Right to Vary Quantities

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- 31.1 Employer reserves the right at the time of award of Contract to increase or decrease by up to Fifteen percent (15%) capacity of Plant and Services contained in the Schedule of Prices without any change in the unit price or other terms and conditions.

IB.32 Employer's Right to Accept any Bid and to Reject any or all Bids

- 32.1 Notwithstanding Clause IB.30, 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 to inform the affected Bidders of the grounds for the Employer's action except that the grounds for its rejection 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.
- 32.2 No negotiation with the Bidder having been evaluated as lowest responsive or any other Bidder shall be permitted. However, the Employer may have clarification meeting(s) to get clarified any item(s) in the Bid evaluation report.
- The Employer reserves the right to include further detail and make any necessary changes in the terms and conditions of the contract prior to its award, whether at its own initiative or in response to justifiable requests by the successful Bidder, without significantly altering the Lowest Evaluated Bid.
- The Employer reserves the right to select the next Lowest Evaluated Bid for the award of the contract, in case the successful Bidder defaults for any reason in promptly agreeing to the terms and conditions of the contract in the form of a final "Contract Agreement".

IB.33 Notification of Award

- 33.1 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 (a) EPC Works including design, execution and completion of the Works/facility and (b) the Operation & Maintenance Services by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 33.2 The Letter of Acceptance 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 Agreement.
- 33.3 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.34 Performance Security

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- 34.1 The successful Bidder shall furnish to the Employer a Performance Security in the form and the amount stipulated in the Conditions of Contract within a period of twenty-eight (28) days after the receipt of Letter of Acceptance.
- 34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clauses IB.34.1, IB.35 or Clause IB.44 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.35 Signing of Contract Agreement

- 35.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful Bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Employer.
- 35.2 The formal Agreement between the Employer and the successful Bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful Bidder from the Employer.

(G) ADDITIONAL INSTRUCTIONS

IB.36 Instructions not Part of Contract

- 36.1 Bids shall be prepared and submitted in accordance with the above Instructions to Bidders including Additional Instructions which are provided to assist Bidders in preparing their Bids, and do not constitute part of the Bid or the Contract Documents.

IB.37 Contract Documents

- 37.1 The Documents which will be included in the Contract are listed in the Form of Contract Agreement set out in these Bidding Documents.

IB.38 Sufficiency of Bid

- 38.1 Each Bidder shall satisfy himself before bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the Schedule of Prices. Except insofar as it is otherwise expressly provided in the Contract, the rates and prices entered in the Schedule of Price shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works/facility.
- 38.2 The Supervision Consultants for the Project have been appointed for smooth execution of the Project and technical advice including design reviews and quality assurance. The terms of reference and the duties of the Consultant cover up to one-time correction in the proposed technical design/drawings. Repetitive works if required shall have to be at the expense of the Bidder as claimed by the

Consultant.

IB.39 One Bid per Bidder

- 39.1 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 will be disqualified and Bids submitted by him shall not be considered for evaluation and award. This prohibition does not limit the involvement of a supplier or subcontractor, not otherwise participating as a Bidder, in more than one Bid

IB.40 Bidder to inform himself

- 40.1 The Bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works/facility. This shall include but not be limited to the following:

- (a) inquiries on Pakistani Income Tax to the Commissioner of the Income Tax and Sales Tax,
- (b) inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.
- (c) information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
- (d) investigations regarding transport conditions and the probable conditions which will exist at the time the Plant will be actually transported.
- (e) information regarding Punjab Procurement Rules.

IB.41 Alternate Proposals by Bidder (Not Used)

IB.42 Site Visit and Local Conditions

- 42.1 Bidder must verify and supplement by his own investigations the information about site and local conditions. However, Employer will assist the Bidder wherever practicable and possible.
- 42.2 All Bidders are required to visit the site at their own expense to review the areas allocated for the Plant and the interfacing facilities, if any. Bidders may also wish to study local conditions, available facilities, communications, craft wages, roads and other transport facilities. Bidders shall also acquaint themselves with the relevant laws, rules, and regulations of Pakistan.
- 42.3 The Bidders and any of their personnel or agents will be granted permission by the Employer to enter upon his 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

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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.

IB.43 Pre-Bid Meeting

- 43.1 The Employer may, at his own 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, if convened, shall be intimated through a letter for invitation uploaded on the official web site of the Employer.

All prospective Bidders or their authorized representatives shall be invited to attend such a Pre-Bid meeting.

IB.44 Integrity Pact

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

IB.45 General Performance of the Bidders

- 45.1 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, interalia, reject his bid. The Bidder shall submit with his Bid a No Objection Certificate to the Employer for obtaining such information from his previous Employers/Manufacturers.

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APPENDIX A: EVIDENCE OF BIDDER'S CAPABILITY

Note: Bidders to provide the following information with the Bid separately and indicate herein its references where this information is available.

The Employer reserves the right to disqualify a Bidder if disparity between his claims and actual evidence is found.

Sr. No.	Information to be Supplied	Bid References
1.	Name of Bidder, business address and country of incorporation.	
2.	Type of firm whether individually owned, partnership, corporation or joint venture and the names of its owners or partners.	
3.	Location and address of manufacturing facilities as applicable.	
4.	Detailed description of the quality control testing and research facilities. If the equipment is manufactured under license, the name of the licensee and details of the licensing arrangements, such as the duration of the license, the facilities provided to the Bidder by the licensee and whether future improvements are available or not etc. A copy of the license agreement may be attached. Quality Control/Quality assurance plan must also be submitted.	

Sr. No.	Information to be Supplied	Bid References
7.	(a) Names, qualifications and experience of the key technical personnel along with Resumes. (b) (i) Nos. of total permanent staff on roll of the company. (ii) Nos. of total qualified engineers on roll of the company.	
8.	The detailed description of the O&M experience of the Bidder or the O&M subcontractor on behalf of the Bidder of satisfactory system performance from the current owners of installed	

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and operated systems or its clients at the time it installed, operated and maintained the system. The information shall contain at least:

- (i) Detailed list of all the sites with the affirmation that the bidder played the O&M role in the turnkey installation of these systems.
- (ii) Ground mounted PV turnkey installations >1 MWp with stating of actual MWp per project, project location, date of commissioning, module type, Inverter type and the details of O&M role performed.
- (iii) BioGas installations >50 kW or 100 m³ with stating of actual MWp per project, project location, date of commissioning, Design Type, Construction materials, Biogas Generators and the details of O&M role performed.
- (iv) References and contact data (mail and phone) from owners of all installations > 500 kW with quotes of the corresponding system, Performance Ratios, as well as system performance vs. initial yield assessment per year since the installation.
- (v) Approval from bidder to owners or owner Representatives to answer questions freely regarding the past performance of the bidder and performance of the system against contractual obligations.

Sr. No.	Information to be Supplied	Bid References
9.	The time since the manufacturer has been in this business and the time since he has been doing work of similar	

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nature.

10. The time since the particular equipment offered has been manufactured and the time for which it has been in service. The manufacturer shall have the experience stated in Sub-Clause IB 13.4(a).
11. Reference lists of similar works done by the Bidder in its country and abroad indicating the name of customer, description and quantity of product, year of supply and the approximate value. This is an important consideration and should be filled in with full details (attach separate sheet if needed)
12. Details of projects under execution and future contractual commitments (for each partner, in case of a joint venture).
13. (a) Banking reference, names of banks and addresses may be given to whom reference regarding financial capability of the Bidder may be made, with authority to make inquiries from the Bidder's bankers and clients regarding any financial and technical aspects (for each partner, in case of a joint venture)
- (b) Detail of OD limit allowed to the firm by the bank for the business including amount and its validity period.

Sr. No.	Information to be Supplied	Bid References
14.	Health, Safety and emergency plan as well as Risk Management plan for the project. Bidder should provide ISO certifications or other similar proof.	
15.	Detailed/ Integrated work plan along with methodology to complete the assignment.	
16.	Training and Employment plan of local work force.	
17.	Information on any litigation or arbitration resulting from contracts	

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completed or under execution by the Bidder over the last ten (10) years. The information shall indicate the parties concerned, the matter of dispute, the disputed amounts and the result thereof (for each partner, in case of a joint venture).