Standard Bidding Document

Mega - Engineering, Procurement, Construction, Installation, Testing, Commissioning and successful completion of Hybrid Solar PV Systems at Malir Cantonment Board
(Works)

National

Single Stage-Two Envelope

CORRIGENDUM # 1	CORR-P98305-001
Initiation Date	August 28, 2026

August 28, 2026

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REQUEST FOR BIDS

PROCUREMENT OF CIVIL WORKS

1. The **Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments)** has reserved Funds for the procurement planned for FY **2026-27**. The **Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Mega - Engineering, Procurement, Construction, Installation, Testing, Commissioning and successful completion of Hybrid Solar PV Systems at Malir Cantonment Board**" with the reference of "**P98305**".

2. The **Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments)** invites sealed Bids from eligible Bidders for procurement of Works **(Mega - Engineering, Procurement, Construction, Installation, Testing, Commissioning and successful completion of Hybrid Solar PV Systems at Malir Cantonment Board)** described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-Two Envelope** will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

4. All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of **Call at Deposit**. Or all bids must be accompanied by bid securing declaration in the format specified in the Bidding documents

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/98305** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get

themselves registered on **EPADS v2.0** to participate in Bidding process.

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 **Wednesday, September 16, 2026 11:00 AM**. E-bids will be opened by using **EPADS v2.0** on the same day at **Wednesday, September 16, 2026 11:30 AM**. Manual submission of Bids shall not be entertained. Those vendor 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 registeration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc.

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and on Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. INTRODUCTION

1. **Scope of Bid**

1.1. The Procuring agency/Employer (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the execution of Works as specified in the BDS and Section V- Works Requirements. The name, identification, and number of lots (contracts) of this National/ International Competitive Bidding process are specified in the BDS.

2. **Source of Funds**

2.1. Source of funds as referred in Clause 2 of Bid Data Sheet.

3. **Eligible Bidders**

3.1. A bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture or consortium. In the case of a joint venture or consortium, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture or consortium shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture or consortium during the Bidding process, and in case of award of contract, during the execution of contract. Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

(The limit on the number of members of JV or Consortium may be prescribed

in BDS, in accordance with the guidelines issued by the PPRA).

3.2. The invitation for bids is open to all prospective bidders subject to any provisions of incorporation or licensing by the respective national/ international incorporating agency or statutory body established for that particular trade or business. Procuring agencies shall specify the registration/licensing requirements for the foreign bidder keeping in view the requirement of that business.

3.3. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

3.3.1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring agency/Employer to provide consulting services for the preparation of design or technical specifications of the works that are the subject of the bid; or

3.3.2. have controlling shareholders in common; or

3.3.3. receive or have received any direct or indirect subsidy from any of them; or

3.3.4. have the same legal representative for purposes of this Bid; or

3.3.5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring agency/Employer regarding this Bidding process; or

3.3.6. Submit more than one bid in this bidding process.

3.4. A Bidder may be ineligible if –

3.4.1. he is declared bankrupt or, in the case of company or firm, insolvent;

3.4.2. payments in favor of the bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property;

3.4.3. the bidder is convicted, by a final judgment of a Court of Law or relevant Professional Statuary Body, of any offence involving professional conduct;

3.4.4. The bidder is debarred/ blacklisted by a national level Procuring agency/Employer and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration.

3.5. As and when required, bidders shall provide to the Procuring agency/Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

3.6. Bidders shall submit proposal relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract is envisaged.

4. **Eligible Material and Equipment**

4.1. All the material and equipment to be mobilized under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such materials and equipment. For this purpose, ineligible countries are stated in the section-IV titled as “Eligible Countries”.

B. BIDDING DOCUMENTS

5. **Contents of Bidding Documents**

5.1. The scope of Works, bidding procedures, and terms and conditions of the contract are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents which should be read in conjunction with any addenda issued in accordance with ITB 7.1 include:

Section I -Invitation for Bids

Section II Instructions to Bidders (ITBs)

Section III Bid Data Sheet (BDS)

Section IV Eligible Countries

Section V Evaluation and Qualification Criteria

Section VI Works Requirements Technical Specifications & Schedule of Requirements

Section VII Standard Bidding Forms

Section VIII General Conditions of Contract (GCC)

Section IX Particular Conditions of Contract (PCC)

Section X Contract Forms

5.2. The bidder is expected to examine all instructions, forms, specifications, terms and conditions prescribed in the bidding documents. Failure to furnish all the information required in the bidding documents will be at the bidder's risk and may result in the rejection of his bid.

6. **Clarification of Bidding Document, Pre-bid Meeting**

6.1. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS.

6.2. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004.

6.3. 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 7.

6.4. 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 bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents.

6.5. Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be uploaded on EPADS. Any modification to the bidding documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring agency/Employer exclusively through the use of an Addendum pursuant to ITB 7. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense.

6.7. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer 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 the inspection.

7. **Amendment of Bidding Documents**

7.1. The procuring agency may issue notification of any change, addition, modification or deletion in accordance with Rule 23 of the Public Procurement Rules 2004 i.e. Bidding Documents.

7.2. To give prospective bidders reasonable time in which to take an addendum/corrigendum into account in preparing their bids, the Procuring agency/Employer may, at its discretion, extend the deadline for the submission of bids:

Provided that the Procuring agency/Employer shall extend the deadline for submission of bid in pursuance of Rule 27 of the Public Procurement Rules 2004, i.e. Extension of time for submission of bids, if such an addendum is issued within last three (03) days of the bid submission deadline.

C. PREPARATION OF BIDS

8. **Language of Bid**

8.1. The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring agency/Employer shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the bidder, the translation shall govern.

9. **Documents Constituting the Bids**

9.1. The Bids prepared by the Bidder shall constitute of all the documents required in the BDS.

10. **Documents Establishing Eligibility of Material, Equipment and Works, their Conformity to Bidding Documents**

10.1. The bid prepared by the bidder shall constitute the following components: -

10.1.1. Documentary evidence established in accordance with ITB 10 that the material and equipment to be utilized by the Bidder for the executions of works are eligible material and equipment and conform to the Bidding Documents;

10.1.2. Documentary evidence established in accordance with ITB 11 that the bidder has been authorized to carry out the Construction works;

10.1.3. Documentary evidence established in accordance with ITB 11 that the bidder is eligible and/or qualified for the subject bidding process;

10.1.4. Form of Bid and Bid Prices completed in accordance with ITB 12 and 13;

10.1.5. Completed schedules as required, including priced Bill of Quantities in accordance with ITB 13.

10.1.6. Technical Proposal completed in all aspects in accordance with ITB-15.

10.1.7. Bid security or Bid Securing Declaration furnished in accordance with ITB 17;

10.1.8. Any other document required in the BDS.

10.2. In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

10.3. The bidder shall furnish, as part of its bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the bidding documents for all material, equipment and works which the bidder proposes to execute.

10.4. The documentary evidence of conformity of the material, equipment and works to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

10.4.1. a detailed description of the work methodology, approach, schedule and resources to be mobilized at site;

10.4.2. an item-by-item commentary on the Procuring agency/Employer’s Technical Specifications demonstrating substantial responsiveness of the material, equipment and works to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

10.4.3. any other procurement specific documentation requirement as stated in the BDS.

10.5. The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

11. **Documents Establishing Eligibility and Qualification of the Bidder**

11.1. 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 bid shall establish to the satisfaction of the Procuring agency/Employer that the bidder, at the time of submission of its bid, is from an eligible country as defined in Section-IV titled as “Eligible Countries”.

11.3. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the satisfaction of Procuring agency/Employer that:

11.3.1. The bidder has the financial and technical capability necessary to perform the Contract, meets the qualification criteria specified in Section-V, Evaluation and Qualification Criteria and BDS.

11.3.2. In the case of a bidder not doing business within Pakistan, the bidder is or will be (if awarded the contract) represented by a local bidder (Joint Venture) in accordance with the PEC works bylaws, and in case of award of works such foreign firm is required to participate in the execution of works to carry out its obligations as prescribed in the Conditions of Contract and /or Technical Specifications.

11.3.3. That the bidder meets the qualification criteria listed in Section-V, Evaluation and Qualification Criteria and BDS.

12. **Forms of Bid**

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

13. **Bid Prices**

13.1. The bid prices quoted by the bidder in the Standard bid Forms, Bill of Quantities and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the bidding documents.

13.2. The bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items in the Bill of Quantities and will not be paid for separately by the Procuring agency/Employer.

13.3. Items not listed in the Price Schedule shall be assumed not to be included in the bid, and provided that the bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):
Provided that:

13.3.1. where there is only one (substantially) responsive bidder, or

13.3.2. where there is provision for alternate proposals and the respective items are not listed in the other bids,
The Procuring agency/Employer may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

13.4. The Bid price to be quoted in the Form of Bid in accordance with ITB 12 shall be the total price of the bid.

13.5. Unless otherwise specified in the BDS and the Contract, the rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the

Conditions of Contract.

13.6. If so specified in ITB 1.1, bids may be invited for individual lots (contracts) or for any combination of lots (packages).

13.7. Prices quoted by the Bidder shall be fixed during the bidder's performance 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 27, unless otherwise price adjustment is permissible under Conditions of the Contract.

13.8. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of bids, shall be included in the rates and prices and the total bid price submitted by the bidder.

14. **Currencies of Bid and Payment**

14.1. Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS. Comparison of bids and tie of bid shall be treated in accordance with the Rule 30(2) of Public Procurement Rules, 2004.

15. **Documents Comprising the Technical Proposal**

15.1. The bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section VII – Standard Bid Forms, in sufficient detail to demonstrate the adequacy of the bidder's proposal to meet the work requirements and the completion time.

16. **Bid Validity Period**

16.1. Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Procuring agency/Employer. A bid valid for a shorter period shall be rejected by the Procuring agency/Employer as non-responsive. The period of bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.

16.2. Under exceptional circumstances, prior to the expiration of the initial Bids/Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids/Bid. Such request for extension of the period of bid validity shall be carried out in accordance with Rule 26 of the Public Procurement Rules, 2004.

17. **Bid Security or Bid Securing Declaration**

17.1. Pursuant to ITB 11.1 unless otherwise specified in the BDS, the bidder shall furnish as part of its bid, a Bid Security in accordance with Rule 25 of the Public Procurement Rules, 2004 in the amount and currency specified in the BDS or Bid Securing Declaration as specified in the BDS in the format provided in Section VII (Standard Bidding Forms).

In case Procuring agency/Employer is inviting bids in lots / packages, the bidder shall be required to submit his bid security against the respective lot/ package for which he is submitting his bid.

Until the development of functionality of auto verification of financial instrument in EPADS, the scanned copy of bid security or bid securing declaration, as the case may be, shall be uploaded on E-PADS whereas the original instrument to be submitted to the procuring agency before closing of bid submission deadline,

17.2. The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the **BDS** which shall be in any of the following:

17.2.1. A bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring agency/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the bidder;

17.2.2. A cashier's or certified cheque; or

17.2.3. Another security as indicated in the **BDS**.

17.3. The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in Section VII (Standard Bidding Forms) or another form approved by the Procuring agency/Employer prior to the bid submission.

17.4. The Bid Security shall be payable promptly upon written demand by the Procuring agency/Employer in case any of the conditions listed in ITB 17.9 are invoked.

17.5. Any bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with ITB 17.1 or 17.3 shall be rejected by the Procuring agency/Employer and shall be declared as non-responsive bid, pursuant to ITB 27.

17.6. Unsuccessful bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring agency/Employer pursuant to ITB 16. The Procuring agency/Employer shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest:

17.6.1. The expiry of the Bid Security;

17.6.2. The entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents;

17.6.3. The rejection by the Procuring agency/Employer of all Bids;

17.6.4. The withdrawal of the bid prior to the deadline for the submission of bids, unless the biding documents stipulate that no such withdrawal is permitted.

17.7. The successful bidder's Bid Security will be discharged upon the bidder signing the contract pursuant to ITB 40, or furnishing the performance security (or guarantee), pursuant to ITB 41.

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

17.8.1. if a Bidder:

17.8.1.1. Withdraws its Bid during the period of Bid Validity as specified by the Procuring agency/Employer, and referred by the bidder on the Form of Bid except as provided for in ITB 16.2; or

17.8.2. In the case of a successful bidder, if the bidder fails:

17.8.2.1. to sign the contract in accordance with ITB 40; or

17.8.2.2. to furnish performance security (or guarantee) in accordance with ITB 41.

17.9. In case of Bid Security issued by the foreign bank is allowed by the Procuring agency/Employer, the same should be counter guaranteed by a corresponding bank in Pakistan. Furthermore, in case of joint venture, it should be in the name of Joint venture to ensure joint responsibility. In case the JV is not legally constituted at the time of bid submission, the bid security or bid securing declaration shall be in the names of all future members as named in the letter of bid.

18. **Withdrawal of Bids**

18.1. Before bid submission deadline, any bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding must accompany the respective written notice.

19. **Format and Signing of Bid**

19.1. The Bidder shall prepare and submit Bids through EPADS with due diligence after carefully reading all the terms and condition before bid submission deadline.

D. SUBMISSION OF BIDS

20. **Submission of Bids through EPADS v2.0**

20.1. All bids shall be submitted through EPADS v2.0.

21. **Deadline for Submission of Bids**

21.1. All bids shall be received through **EPADS v2.0** not later than bid submission deadline as specified in the **BDS**.

21.2. The Procuring agency/Employer may, under exceptional circumstances and at its discretion, extend the deadline for the submission of bids, pursuant to Rule 27 of the Public Procurement Rules, 2004. Extension of Time for submission of bid, by amending the Bidding Documents in accordance with ITB 7, in which case all rights and obligations of the Procuring agency/Employer and bidders previously subject to the deadline will thereafter be subject to the new deadline.

22. **Substitution and Modification of bids**

22.1. A bidder may substitute or modify his bid after it has been submitted, provided that written notice of the substitution or modification of the bid, is received by the Procuring agency/Employer prior to the deadline for submission of bids.

22.2. Revised bid may be submitted after the substitution or modification made in the original bid in accordance with the provisions referred in **ITB 18** .

E. OPENING AND EVALUATION OF BIDS

23. **Opening of Bids**

23.1. The Procuring Agency will open bids in accordance with Rule 28 of the Public Procurement Rules, 2004 and as specified in the BDS.

24. **Confidentiality**

24.1. 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 persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

25. **Clarification of Bids**

25.1. Clarification of Bidding Documents shall be carried out in accordance with Rule 31 of the Public Procurement Rules, 2004.

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

25.2.1. evaluation & qualification criteria;

25.2.2. required scope of work;

25.2.3. contract price;

25.2.4. all securities requirements;

25.2.5. tax requirements;

25.2.6. terms and conditions of bidding documents.

25.2.7. change in the ranking of the bidder

26. **Preliminary Examination of Bids**

26.1. Prior to the detailed evaluation of bids, the Procuring agency/Employer will determine whether each bid:

26.1.1. meets the eligibility criteria defined in **ITB 3** and **ITB 4**;

26.1.2. has been prepared as per the format and contents defined by the Procuring agency/Employer in the bidding documents;

26.1.3. has been properly signed;

26.1.4. is accompanied by the required securities; and

26.1.5. is substantially responsive to the requirements of the bidding documents.

The Procuring agency/Employer's determination of a bid's substantial responsiveness will be based on the contents of the bid itself.

26.2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: -

26.2.1. affects in any substantial way the scope, quality, or performance of the Works;

26.2.2. limits in any substantial way, inconsistent with the bidding documents, the Procuring agency/Employer's rights or the bidders' obligations under the Contract; or

26.2.3. if rectified, would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3. The Procuring agency/Employer will confirm that the documents and information specified under ITB 9, 10 and 11 have been provided in the bid. 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.

26.4. The Procuring agency/Employer may waive-off any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Explanation: A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the works. The Procuring agency/Employer either shall give the bidder an opportunity to cure any deficiency resulting from a minor *informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring agency/Employer. Examples of minor informalities or irregularities include failure of a bidder to –*

26.4.1. *Submit the number of copies of signed bids required by the invitation;*

26.4.2. *Furnish required information concerning the number of its employees;*

26.4.3. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*

26.5. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the bidder to comply with the request may result in the rejection of its bid.

26.6. Provided that a Technical Bid is substantially responsive, the Procuring agency/Employer shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.

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

27. **Examination of Terms and Conditions; Technical Evaluation**

27.1. The Procuring agency/Employer shall examine the bid to confirm that all terms and conditions specified in the **GCC** and the **PCC** have been accepted by the bidder without any material deviation or reservation.

For this purpose:

"Deviation" means departure from the requirements specified in the Bidding Document.

"Reservation" means setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

27.2. The Procuring agency/Employer shall evaluate the technical aspects of the bid submitted in accordance with ITB 30, to confirm that all requirements specified in Section VI – Works Requirement, Technical Specifications of the Bidding Documents have been met without material deviation or reservation.

27.3. If after the examination of the terms and conditions and the technical evaluation, the Procuring agency/Employer determines that the bid is not substantially responsive in accordance with ITB 27, it shall reject the bid.

28. **Correction of Arithmetic Errors**

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

28.1.1. if there is a discrepancy between unit prices and the sub-total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the sub-total price shall be corrected, unless in the opinion of the Procuring agency/Employer 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;

28.1.2. 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

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

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

28.2. The amount stated in the Bid will, be rectified by the Procuring agency/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 amount, its bid shall be rejected after forfeiture of Bid Security or execution of the Bid Securing Declaration, as the case may be, in accordance with **ITB 41.3**.

29. **Conversion to Single Currency**

29.1. The unit rates and the prices shall be quoted by the bidder entirely in Pak rupees. A bidder expecting to incur expenditures in other currencies for inputs to the Works from outside the Procuring agency/Employer’s country (referred to as the “Foreign Currency Requirements”) shall indicate the same in the letter of bid-financial proposal. The proportion of the Bid Price (excluding Provisional Sums) needed by him for the payment of such Foreign Currency Requirements either (i) entirely in the currency of the Bidder’s home country or, (ii) at the bidder’s option, entirely in Pak rupees provided always that a bidder expecting to incur expenditures in a currency or currencies other than those stated in (i) and (ii) above for a portion of the foreign currency requirements, and wishing to be paid accordingly, shall indicate the respective portions in his bid. Comparison of bids quoted in different currencies and conversion of bids into a single currency shall be carried out in accordance with Rule 30(2) of the Public Procurement Rules, 2004**.**

30. **Evaluation of Bids**

30.1. The Procuring agency/Employer shall evaluate and compare only the bids determined to be substantially responsive, pursuant to **ITB 27**.

30.2. In evaluating the Technical Proposal of each Bid, the Procuring agency/Employer shall use the criteria and methodologies listed in the BDS and in terms of works requirement. No other evaluation criteria or methodologies shall be permitted.

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

30.3.1. 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;

30.3.2. converting the amount resulting from applying above, if relevant, to a single currency in accordance with ITB 29;

30.4. 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.

30.5. If these bidding documents allow bidders to quote separate prices for different lots, and the award to a single 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**.

30.6. If the bid, which results in the Evaluated Bid Price (Successful Bid), is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

Explanation:

“Unbalanced” or “front-loaded” bids consist of deliberately submitting bids with artificially high prices or unit rates for the early stages of a construction project, offset by artificially low prices or unit rates for the later stages of the project, to improve the contractor’s cash flow.

31. **Domestic Preference**

31.1. If the **BDS** so specifies, the Procuring agency/Employer will grant a margin of preference to the domestic contractor in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.

32. **Determination of Successful Bid**

32.1. The Procuring agency/Employer shall compare the evaluated bids in accordance with the predefined bidding procedure, of all substantially responsive bids to determine the Successful bidder.

33. **Qualification of Bidder**

33.1. The Procuring agency/Employer shall determine to its satisfaction whether the bidder is substantially responsive and whose bid is declared as Successful bid either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Evaluation and Qualification Criteria.
Note: In case of international bidding, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

33.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**.

33.3. Prior to contract award, the Procuring agency/Employer will verify that the successful bidder (including each member of a JV) is not blacklisted/debarred. The Procuring agency/Employer will conduct the same verification for each sub-contractor proposed by the successful bidder.

34. **Sub-Contractors**

34.1. The bidder shall provide details regarding any specialized sub-contractor to the Procuring agency/Employer. In case change of sub-contractors, the bidder shall promptly notify the Procuring agency/Employer and obtain approval for replacement of sub-contractors.

34.2. Bidders may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **BDS**.

35. **Abnormally Low Financial Bid**

35.1. A procuring Agency may reject abnormally low bids. The decision of the Procuring agency/Employer to reject a bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the bidder concerned. Moreover, the Procuring agency/Employer shall not incur any liability solely by rejecting abnormally bid

Guidance for Procuring agency/Employer:

An abnormally low bid means, in the light of the Procuring agency/Employer's estimate and of all the bids submitted, the bid appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity:

35.1.1. Comparing the bid price with the cost estimate;

35.1.2. Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and

35.1.3. Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.

35.2. The Procuring agency/Employer will determine to its satisfaction whether the bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB 11**

35.3. The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to **ITB 11**, as well as such other information as the Procuring agency/Employer deems necessary and appropriate. Factors not included in these bidding documents shall not be used in the evaluation of the bidders' qualifications.

35.4. Procuring agency/Employer may seek “Certificate for Independent Price Determination” from the bidder and the results of reference checks may be used in determining award of contract.

Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.

35.5. An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder’s bid, in which event the Procuring agency/Employer will proceed to the next ranked bidder to make a similar determination of that bidder’s capabilities to perform satisfactorily.

F. AWARD OF CONTRACT

36. **Criteria of Award**

36.1. Subject to **ITB 36 and 37**, the Procuring agency/Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has been declared as Successful Bidder, provided that such bidder has been determined to be:

36.1.1. eligible in accordance with the provisions of **ITB 3**;

36.1.2. is determined to be qualified to perform the Contract satisfactorily; and

36.1.3. Successful negotiations have been concluded, if any.

37. **Negotiations**

37.1. The Committee of the Procuring agency/Employer may negotiate with the Most Advantageous Bidder relating to the following areas:

37.1.1. a minor alteration to the technical (drawings, design technical specifications) details of the statement of works;

37.1.2. Methodology, work plan, staffing in view to streamline the work;

37.1.3. a minor amendment to the Particular conditions of Contract;

37.1.4. finalizing payment arrangements;

37.1.5. clarifying details that were not apparent or could not be finalized at the time of Bidding;

37.2. Where negotiation fails to result into an agreement, the Procuring agency/Employer may invite the next ranked bidder for negotiations. Where negotiations are commenced with the next ranked bidder, the Procuring agency/Employer shall not reopen earlier negotiations.

38. **Procuring agency's Right to reject All Bids**

38.1. The procuring agency has the right to reject all bids in accordance with Rule 33 of the Public Procurement Rules, 2004. However, the Authority (i.e. **PPRA**) may call from the Procuring agency/Employer the justification of those grounds.

39. **Notification of Award**

39.1. The procuring agency shall announce and publish the evaluation result in accordance with Rule 35 of the Public Procurement Rules, 2004.

39.2. Where no complaints have been lodged, the bidder whose bid has been accepted will be notified of the award by the Procuring agency/Employer prior to expiration of the bid validity period through EPADS. However, the Procuring agency/Employer shall not award any procurement contract at least for five (05) days after the announcement of final evaluation report. The notification letter (herein after and in the condition of the contract and contract form called “Letter of Acceptance” will specify the sum that the Procuring agency/Employer will pay the successful bidder in consideration for the execution and completion of the works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

39.3. The notification of award will constitute the formation of the Contract, subject to the bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 41** and signing of the contract in accordance with **ITB 40**.

39.4. Upon the successful bidder’s furnishing of the performance security (or guarantee) pursuant to **ITB 41**, the Procuring agency/Employer will promptly notify each unsuccessful bidder, the name of the successful bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the bidder(s) pursuant to **ITB 17**.

40. **Signing of Contract**

40.1. Promptly after notification of award, Procuring agency/Employer shall send the successful bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

40.2. Immediately after the Redressal of grievance by the **GRC**, and after fulfillment of all conditions precedent of the Contract Form, the successful bidder and the Procuring agency/Employer shall sign the contract.

40.3. Where no formal signing of a contract is required, work order issued to the bidder shall be construed to be the contract.

41. **Performance Security (or Guarantee)**

41.1. After the receipt of the Letter of Acceptance, the successful bidder, within the specified time, shall deliver to the Procuring agency/Employer a Performance Guarantee in the amount and in the form stipulated in the BDS and PCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

41.2. If the Performance Guarantee is provided by the successful bidder and it shall be in the form specified in the BDS which shall be in any of the following:

41.2.1. certified cheque, cashier’s or manager’s cheque, or bank draft;

41.2.2. irrevocable letter of credit issued by a scheduled bank of Pakistan or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a scheduled bank of Pakistan;

41.2.3. bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign bidder, bonded by a foreign bank; or

41.2.4. surety bond callable upon demand issued by any reputable surety or insurance company.

Any Performance Guarantee submitted shall be enforceable in Pakistan.

41.3. Failure of the Most Advantageous Bidder to comply with the requirement of **ITB 40** shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or declare blacklisted (in case bid securing declaration is submitted) in which event the Procuring agency/Employer may make the award to the next most advantageous bidder or reinitiate the procurement process afresh (as a case may be).

42. **Advance Payment**

42.1. Advance payment will be provided to the bidder in percentage and in the manner as agreed by the both parties in terms of Conditions of the Contract.

42.2. The Procuring agency/Employer will provide an advance payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated and/or Conditions of the Contract. The advance payment request shall be accompanied by an advance payment security (guarantee) in the form provided in Section X. For the purpose of receiving the advance payment, the bidder shall make and estimate of, and include in its bid, the expenses that will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring agency/Employer’s “**Notice to Commence**” as specified in the **PCC**.

43. **General Performance of the Bidders**

43.1. The Procuring agency/Employer reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts / works. The Procuring agency/Employer may seek information / report from the previous employer for consideration. However, the Procuring agency/Employer shall incorporate such parameters in the evaluation criteria and accordingly decide the fate of the bid submitted.

44. **Corrupt & Fraudulent Practices**

44.1. Procuring agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Suppliers/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

45. **Grievance Redressal**

45.1. Grievance Redressal shall be carried out in accordance with Rule 48 of the Public Procurement Rules, 2004 i.e. Redressal of grievances by the procuring agency and “Redressal of Grievances Regulations 2021”.

H. MECHANISM OF BLACKLISTING

46. **Mechanism of Blacklisting**

46.1. The Procuring agency/Employer shall proceed Blacklisting of Bidders/Contractors in accordance with Rule 19 of the Public Procurement Rules, 2004 i.e. Blacklisting and “Blacklisting and Debarment of Bidders or Contractors Regulations 2024.

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		
1	**1.1**	Name of Procuring Agency:**Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments)** The subject of procurement is:**Mega - Engineering, Procurement, Construction, Installation, Testing, Commissioning and successful completion of Hybrid Solar PV Systems at Malir Cantonment Board** Expected commencement date: **Wednesday, September 30, 2026**
2.	**2.1**	Financial year for the operations of the Procuring Agency:**2026-27** Name and identification number of the Contract: **P98305**
3.	**3.1**	JV/Consortium or AssociationAllowed: **Yes** Number of JV/Consortium Members: **2**
B. Bidding Documents		

4.	**6.2 & 6.4**	The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, August 31, 2026 Pre-Bid Meeting: Monday, August 31, 2026 11:00 AM Venue: Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi
5.	**7.2**	Any addendum, in case issued, shall be published on **Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments)** website and on **EPADS v2.0**.
C. Preparation of Bids		
6.	**8.1**	List of documents required along with the bid: 1. All documents to be uploaded as defined in the technical & financial evaluation form
7.	**9.1**	The qualification criteria to establish the supply / production capability of the bidder. *see Eligibility Criteria*
8.	**11.2**	**Works and Their relateddocuments:** *See section Required Scope of Work*
9.	**11.1**	Price schedule will be provided according to the format defined and acquired. *see section price schedule.*
10.	**11.4**	**Specifications:** *see section of specifications.*

11.	**11.5 & 13.5**	The price shall be **Fixed**. The bid price shall be adjusted in accordance with Appendix provided – Formula for Price Adjustment.
12.	**14.1**	Currency of the Bids shall be : **PKR**
13.	**16.1**	The Bids/Bid Validity period shall be: **180 Days**
14.	**17.1**	The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
15.	**17.2**	The Bid Security shall be in the form of: **Call at Deposit**
16.	**15.1**	Alternative Bids to the requirements of the bidding documents willnot be permitted.

D. Submission of Bids

17.	**18.1 & 21.1**	Bid shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following; **Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi** Bids that are not submitted on EPADS v2.0 shall be disqualified. The deadline for Bids submission is: **Wednesday, September 16, 2026 11:00 AM**

E. Opening and Evaluation of Bids		
18.	**24.1**	The Bids opening shall take place on **EPADS v2.0**. Day *: **Wednesday*** Date:***September 16, 2026*** Time *: **11:30 AM***
19.	**30.2**	Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)** *see Evaluation Criteria*
F. Award of Contract		
20.	**41.1 & 41.2**	The Performance guarantee shall: **10.00%**. The Performance Guarantee shall be acceptable in the form of:**Bank Guarantee**
21.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.
G. Review of Procurement Decisions		
22.	**37**	Grievance against this procurement shall be submitted online on EPADS v2.0.

Eligibility Criteria

Bidder's Type	Required Registration
Individual / Individual Consultant Sole Proprietorship Partnership Firm Company (Private Limited) Company (Public Limited) Company (Holding Company) Company (Limited by Guarantee) State Owned Enterprise (Private Limited) State Owned Enterprise (Public Limited)	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) FBR (GSTN) PEC Registrar of Firms

Eligibility Criteria	Document
Participation in this bidding process shall be limited to firms incorporated or registered in the Islamic Republic of Pakistan and duly registered with the Pakistan Engineering Council (PEC) as mentioned in ITB.3.	Yes
Joint Ventures (JVs) between eligible Pakistani firms are permitted, provided that all constituent members are registered with the Pakistan Engineering Council (PEC) and comply with the eligibility and qualification requirements specified in this Bidding Document.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
70	30

Technical Marks	100
Passing Marks	**70**
Relevant Experience and Past Performance (25 Marks)	
Successful completion of similar nature projects (Hybrid projects) in last five years Note: No marks if performance certificate of respective projects is not attached. (Qualitative)(Doc Required)	10
In hand projects of similar nature (Hybrid projects) Note: No marks if acceptance letter / Award letter of respective project is not attached. (Qualitative)(Doc Required)	5
Financial outlay of executed projects (at least two projects having cost more than Rs. 200 M Note: No marks if Taking Over Certificate from concerned authority is not attached (Qualitative)(Doc Required)	5
Satisfactory report from executing agency/organization for works already performed and listed in executed projects Note: No marks if Taking Over Certificate from concerned authority is not attached (Qualitative)(Doc Required)	5
Personnel Capabilities (12 Marks) Note: All Engineers must be registered with PEC. Bidder must provide educational certificates, PEC Reg, certificates & pay slips at last six months.	

01 x Project Manager BSc/MSc Electrical Experience - MSc – 10 Years or BSc - 15 Years (Qualitative)(Doc Required)	3
01 x Design Engineer 07 Years Experience (Qualitative)(Doc Required)	3
02 x Electrical / Site Engineer 05 Years Experience (Qualitative)(Doc Required)	2
02 x Solar Installation Supervisor/ Foreman 05 Years Experience (Qualitative)(Doc Required)	2
04 x Electricians/ Technicians 03 Years Experience (Qualitative)(Doc Required)	2
Equipment and Plants (8 Marks)	
Installation Tools - Complete set of insulated electrician tools, hydraulic cable crimping tools, cable cutters, MC4 crimping tools, torque wrenches and hand tools Note: Documentary evidence required. (Qualitative)(Doc Required)	4
Testing & Commissioning Equipment - Digital Multimeter, Clamp Meter, Insulation Resistance Tester (Megger), Tester and Infrared Thermal Camera Earth Resistance Tester and Phase Sequence Meter Note: Calibration certificates (where applicable) shall be submitted. Documentary evidence required. (Qualitative)(Doc Required)	4
Financial Capability (25 Marks)	
Average Working Capital a. Full Marks if the average working capital during the last three (03) financial years is more than Rs. 200 Million. b. For the average working capital more than Rs.100 Million but less than Rs.200 Million, use the following weightage: Marks = 6 + (A/200) × 6.5 A = Average Working Capital during the last three (03) financial years. Note: Audited Financial Statements for the last three (03) financial years shall be submitted. No marks shall be awarded if the required documentary evidence is not provided. (Qualitative)(Doc Required)	13
Bid Capacity a. Full Marks if the Net Bid Capacity is more than Rs. 200 Million. b. For Net Bid Capacity more than Rs. 100 Million but less than Rs. 200 Million, use the following weightage: Marks = 6 + (A/200) × 6.5 A = Bid Capacity Note: Net Bid Capacity = Available Capital − 20% of the cost of all balance works in hand. Available Capital = Average Working Capital of the last three (03) years. (Qualitative)(Doc Required)	12
Managerial Capability (10 Marks)	

Organization Structure - Organization chart showing key management personnel and reporting hierarchy for execution of the project. Note: Organization chart shall be submitted. (Qualitative)(Doc Required)	2
Project Execution & Monitoring Plan - Submission of project execution methodology including work schedule, resource allocation, implementation strategy, and monitoring mechanism (Gantt Chart/MS Project or equivalent). Note: Documentary evidence shall be provided. (Qualitative)(Doc Required)	3
Net Billing / Utility Coordination Experience - Documentary evidence of successful coordination with DISCOs/NEPRA for Net Metering/Net Billing approvals, including submission of approval letters, commissioning certificates, or completion certificates for similar projects (Hybrid Projects). Note: Documentary evidence shall be submitted. (Qualitative)(Doc Required)	5
Engineering Design & Methodology (20 Marks)	
System Design & Load Analysis - Adequacy of load assessment, PV array sizing, inverter sizing, battery sizing (where applicable), cable sizing, voltage drop analysis and annual energy yield calculations. Note: Documentary evidence shall be submitted. (Qualitative)(Doc Required)	7
Simulation & Design Software - Submission of simulation results generated through PVsyst, Helioscope, ETAP, DIgSILENT, Homer Pro or equivalent software demonstrating system performance, annual energy generation, Performance Ratio (PR), system losses and payback calculation based on Net billing Note: Documentary evidence shall be submitted. (Qualitative)(Doc Required)	7
Electrical Design & Protection Philosophy - Single Line Diagram (SLD), DC/AC protection coordination, ACDB/DCDB design, earthing calculations, lightning protection system, surge protection devices and compliance with IEC/IEEE/NEC standards. Note: Documentary evidence shall be submitted. (Qualitative)(Doc Required)	6

Jobs/Lots

Jobs Without Lots :

Job	Delivery Schedule	Quantity	Bid Security
Engineering, Procurement, Construction, Installation, Testing, Commissioning and successful completion of Hybrid Solar PV Systems at Malir Cantonment Board	Address: Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi Schedule: 90 Days Quantity: 1/job	1/job	9180000 PKR

Related Services :

Yes

Job	Related Services
Engineering, Procurement, Construction, Installation, Testing, Commissioning and successful completion of Hybrid Solar PV Systems at Malir Cantonment Board	As per Scope of Work

Work Specifications and Market Rates

Jobs Without Lots :

Job: Engineering, Procurement, Construction, Installation, Testing, Commissioning and successful completion of Hybrid Solar PV Systems at Malir Cantonment Board

Specifications / Requirements:

Sr. No	S. No	Description	Unit	Qty	Rate	Amount
1	1	Supply, installation, testing and commissioning of PV panel Tier-I for solar electric energy system, complete in all respect as specified	Watt	578000	43	24854000
2	2	Supply, installation, testing and commissioning of Inverter for Hybrid solar electric energy system, complete in all respect as specified	Watt	490000	43	21070000
3	3	Supply, installation, testing and commissioning of Lithium Iron Phosphate Battery for solar electric energy system, complete in all respect as specified	watt	912000	66	60192000

Sr. No	S. No	Description	Unit	Qty	Rate	Amount
4	4	Supply and Installation of GI/ Aluminium frame structure (Roof Top Elevated Structure) including concrete work for solar electric energy system, complete in all respect as specified	watt	578000	18	10404000
5	5	Battery Controller:BEES battery controller (supply fixing complete in all respect)	each	4	2500000	10000000
6	6	Genset Synchronization (gateway) 120KW supply and fixing, complete in all respect	each	4	2103300	8413200
7	7	Communication Cable for CT supply and fixing	meter	1000	100	100000
8	8	CTs :Ratio: 250/5 supply and fixing	each	12	10825	129900
9	9	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 3 to 30 A (Breaking capacity 2.5 KV), supply and fixing.	each	56	11508	644448
10	10	Steel Box (16 BG) for main switch, distribution board and meter, Type A, as per drawing in Figure 25-14, duly painted with primer and two coats of synthetic enamel paint, supply and fixing.	each	5	19265	96325

Sr. No	S. No	Description	Unit	Qty	Rate	Amount
11	11	LT Switch Board with 1250 A, MCCB, incoming switch, complete with thermal over current release, adjustable magnetic short circuit release, shunt trip coil, CT ratio 1000/5, volt meter and Amp-meter with selector switches, earth fault relays, complete with TP, neutral common bus bar, including upto 06 outgoing with neutral link, 3-Phase MCCB switches, switch board steel sheet factory wired, painted and installed, complete including making connection, supply and fixing.	each	4	1525625	6102500
12	12	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 250A (Breaking capacity 2.5 KV), supply and fixing.	each	16	48824	781184
13	13	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 100A (Breaking capacity 2.5 KV), supply and fixing.	each	3	15883	47649
14	14	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 400A (Breaking capacity 2.5 KV), supply and fixing.	each	3	87961	263883
15	15	AC Surge Protection Devices Type II, supply and fixing, complete with all respect	each	9	600000	5400000

Sr. No	S. No	Description	Unit	Qty	Rate	Amount
16	16	Wiring in conduit surface, concealed, flame proof, with single core PVC insulated cable, installed and connected complete (excluding conduit) single core cable, 2.5 mm^2 (For Earthing), supply and fixing	meters	450	136	61200
17	17	Wiring in conduit surface, concealed, flame proof, with single core PVC insulated cable, installed and connected complete (excluding conduit) single core cable, 4 mm^2 (For Earthing), supply and fixing	meters	360	179	64440
18	18	Wiring in conduit surface, concealed, flame proof, with single core PVC insulated cable, installed and connected complete (excluding conduit) single core cable, 25 mm^2 (For Earthing), supply and fixing	meters	600	1021	612600
19	19	Cable electric LT, PVC insulated, PVC sheathed, un-armoured, overall PVC 600/1000 V, with stranded copper conductor 35 mm^2, but 3½ core, laid in trenches complete with bricks, sand (excluding cost of excavation), supply and fixing.	meter	90	5434	489060
20	20	do but 70mm	meter	270	10000	2700000
21	21	do but 95mm	meter	360	13489	4856040
22	22	do but 120 mm	meter	540	17068	9216720

Sr. No	S. No	Description	Unit	Qty	Rate	Amount
23	23	Supply, installation, testing and commissioning of DC Cable 6mm² double XLPO insulated and tin coated for solar electric energy system, complete in all respect as specified.	meter	14589	440	6419160
24	24	DC Cable from Array to Inverter 1C x 70mmsq, Copper	meter	360	3203	1153080
25	25	Lightning Arrester set of three pieces, complete, with all accessories,	each	8	47050	376400
26	26	Earthing :complete as described in Para 24.16 of the Specifications, with 3/0 SWG copper conductor, supply and fixing.	each	13	24904	323752
27	27	Excavation in hard soil for Cables	cum	151	473	71423
28	28	Polyethylene Pipe (PE-100), 75 mm dia, Class PN-10 / SDR-17 (excluding cost of excavation), supply and fixing.	meter	360	1015	365400
29	29	Conduit, 50 mm dia, heavy gauge Class-"B", screwed, solid drawn, complete with all bends, tees, boxes saddels etc., stove enamelled for surface wiring, supply and fixing (fittings shall be flame proof and conform to BS No. 229 and 889).	meter	1170	616	720720

Sr. No	S. No	Description	Unit	Qty	Rate	Amount
30	30	Net Metering: Provision for statutory charges payable to K-Electric and/or other Competent Authority in connection with grid interconnection and net-metering approval of the Solar PV System, including application fees, processing charges, bidirectional revenue metering charges, statutory inspection/testing charges (where levied by the utility), and any other mandatory statutory charges required for grant of grid interconnection approval.	job	1	3000000	3000000
31		added 2.65% on MES Shedule 2025 item	job	1	4670916	4670916
					GRAND TOTAL:	Rs183,600,000.00

Scope of Work

The scope of work shall include, but not be limited to:

- Detailed engineering and system design compatible with existing electrical infrastructure of Malir Cantonment Board.
- Procurement of all equipment, materials, accessories, and consumables.
- Civil, structural, and electrical works.
- Installation, testing, commissioning, and synchronization with the utility grid & generator where applicable.
- Net-billing support and approvals.
- Performance testing and acceptance.
- Training of Employer's representatives.
- Submission of as-built drawings, operation manuals, and maintenance manuals.
- Warranty obligations, defect liability responsibilities and maintenance / after sale service obligations for 2 years.

Price Schedule

For Individual Jobs

#	Job 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 Contractorand 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.**

5.2. A {DOCUMENTS}

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 Key Experts 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 forty-five (45) 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 forty-five (45) 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 Supplier's 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 Supplier 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**.

29.2. A {INSPECTION}

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**
If any dispute of any kind whatsoever shall arise between the procuring agency and the contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.
Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC sub-clause 32.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless otherwise agreed. The Procuring Agency shall continue to pay the Contractor any undisputed amounts due under the Contract during the resolution of any dispute.

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

Number of GC Clause 1

Definitions

The Procuring Agency is: Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments), Director CIMLA Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi

The Supplier is:

The title of the subject procurement is: Mega - Engineering, Procurement, Construction, Installation, Testing, Commissioning and successful completion of Hybrid Solar PV Systems at Malir Cantonment Board

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:

Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments), Director CIMLA
Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi
+92-429-922-1282
cimlagov@gmail.com

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:

Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments), Director CIMLA
Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi
+92-429-922-1282
cimlagov@gmail.com

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 17.

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 **0.10%** to **10.00%** 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:

The amount of performance guarantee shall be **10.00%** of the contract price in acceptable form of **Bank Guarantee**

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

Manufacturer’s or Supplier’s Valid Warranty Certificate;

Certificate of Origin.

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... (full clause unchanged)

ii. At future of negotiation the dispute shall be resolved through mediation...

iii. At failure of mediation, arbitration under Arbitration Act 1940...

iv. Cost sharing equally...

v. Proceedings may commence before/after completion...

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder shall be referred to arbitration under the laws of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place shall be Islamabad. The award shall be final and binding.

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P98305***

To: **Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments), Director CIMLA Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi**

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 **Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments), Director CIMLA Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi**

(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., **Mega - Engineering, Procurement, Construction, Installation, Testing, Commissioning and successful completion of Hybrid Solar PV Systems at Malir Cantonment Board (*P98305*)** and has accepted a Bids by the Bidder for the provision of Goods 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 BYTHE 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 time 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: **Headquarters Military Lands & Cantonments (Headquarters Military Lands & Cantonments), Director CIMLA Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi**

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 Goods(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

Bidding Document

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Document** (page number: 82)

Procurement Forms

Past Construction Experiences

See Form Under Additional Forms and Documents: **Past Construction Experiences** (page number: 156)

Contractor's Key Personnel Representative and Their Schedules

See Form Under Additional Forms and Documents: **Contractor's Key Personnel Representative and Their Schedules** (page number: 162)

Financial Resources

See Form Under Additional Forms and Documents: **Financial Resources** (page number: 166)

Past Experience and Completed Contracts

See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 167)

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 168)

Current Contracts and Their Progress

See Form Under Additional Forms and Documents: **Current Contracts and Their Progress** (page number: 170)

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 171)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 173)

Additional Forms and Documents

SOLARIZATION
(MEGA PROJECT)

MALIR CANTONMENT BOARD

Bidding Document

Table of Contents

Solarization Project of Malir Cantonment Board (Office, Hospital, Club, and Rest House): 578 kW Hybrid Solar PV System with 912 kWh BESS

The procurement process covered under this Standard Bidding Document (SBD) shall be undertaken by Headquarters Military Lands & Cantonments (ML&C), Ministry of Defence, Government of Pakistan, on behalf of the Malir Cantonment Board in accordance with Rule 45A of the Public Procurement Rules, 2004 (as amended). Under the said Rule, the Procuring Agency has partially assigned the procurement process (upto the issuance of Letter of Intent) to Headquarters ML&C, which shall conduct the procurement in accordance with the applicable provisions of the Federal Public Procurement Rules, 2004.

Section I – Invitation for Bids

- ML&C intends to procure Hybrid Solar Photovoltaic (PV) Systems for Malir Cantonment Board under a standardized procurement framework.
- ML&C, acting as the Procuring Agency, invites electronic bids from eligible, qualified, experienced, and financially sound firms, duly registered with the Pakistan Engineering Council (PEC) in the appropriate category (at least C-3), for execution of the solarization works.
- The procurement shall be conducted **through the Single Stage – Two Envelope bidding procedure** in accordance with Rule 36(b) of the Public Procurement Regulatory Authority (PPRA) Rules, 2004 (as amended), using the PPRA e-Pak Acquisition and Disposal System **(EPADS)** on the basis of "**most advantageous bid – Quality and cost-based selection method**" as per PPRA Rules 2004.
- All Bids must be accompanied by a Bid Security amount described in Bid Security Section in Bidding Document in the form of Call Deposit Receipt (CDR) in favor of **Director CIMLA Lahore.**
- E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **EPADS** for all the interested bidders registered on EPADS v2.0. Bidders are required to get themselves registered on EPADS v2.0 to participate in bidding process.
- The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through EPADS v2.0 on or before _____ September 2026 at 1100

hours. E-bids will be opened by using EPADS v2.0 on the same day i.e. _____ September 2026 at 1130 hours.

- 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

- The works generally comprise the complete Engineering, Procurement, Construction, Installation, Testing, Commissioning, and successful handing over of Hybrid Solar PV Systems with completion of net billing procedure as per NEPRA Rules.

- The scope of work shall include, but not be limited to:

    - Detailed engineering and system design compatible with existing electrical infrastructure of Malir Cantonment Board.
    - Procurement of all equipment, materials, accessories, and consumables.
    - Civil, structural, and electrical works.
    - Installation, testing, commissioning, and synchronization with the utility grid & generator where applicable.
    - Net-billing support and approvals.
    - Performance testing and acceptance.
    - Training of Employer's representatives.
    - Submission of as-built drawings, operation manuals, and maintenance manuals.
    - Warranty obligations, defect liability responsibilities and maintenance / after sale service obligations for 2 years.

Section II - Instructions to Bidders (ITB)

ITB Clause	Clause Title	Employer's Requirement / Provision
ITB.1	Scope of Bid	The Employer invites bids for the Engineering, Procurement, Construction, Installation, Testing, Commissioning, and completion of the Works (solarization systems) as described in the Bidding Documents. The successful bidder shall complete the Works within the time specified in the Bidding Data.
ITB.2	Source of Funds	The Works shall be financed from the source(s) specified in the Bidding Data, and payments under the Contract shall be made from the allocated funds.
ITB.3	Eligible Bidders	Bidders shall be eligible in accordance with the PPRA Rules and shall possess following; • A valid PEC Registration (minimum Category C-3) with relevant Solar Specialization Code EE-11 (i, ii, iii & vi) • A valid certificate from Alternative Energy Development Board (AEDB) • Active PPRA EPADS registration • Active FBR Active Taxpayer List (ATL) • Affidavit on judicial stamp paper stating: o Firm is not blacklisted by any government / semi-government body o Firm is not involved in litigation that may affect performance o Information provided is true and verifiable Failure to meet any mandatory requirement shall render the bid non-responsive.
ITB.7	Contents of Bidding Documents	Bidders shall carefully examine all instructions, conditions, specifications, drawings, schedules, and other bidding documents before submitting their bids. Submission of a bid

		shall be deemed as unconditional acceptance of all terms and conditions of the Bidding Documents.
ITB.8	Clarification of Bidding Documents	Requests for clarification shall be submitted in writing through EPADS within the time specified in the Bidding Data. Responses shall be issued in accordance with PPRA Rules.
ITB.23.3	Procedure for Submission of Bids	• Procurement shall follow the **Single Stage – Two Envelope Procedure** (**most advantageous bid – Quality and cost-based selection method**) • Technical and Financial Proposals shall be submitted separately through EPADS (or as specified in the Bidding Data). • Financial proposals shall only be opened for technically responsive bidders.
ITB.18	Bid Validity Period	Bids shall remain valid for the period specified in the Bidding Data. The Employer may request an extension of the bid validity period in accordance with PPRA Rules, and the bidder may accept or decline such request without forfeiture of Bid Security.
ITB.19	Bid Security	• Bid Security shall be **5% of the estimated cost** in the form of a **Call Deposit Receipt (CDR)** issued by a scheduled bank in favour of **Director CIMLA Lahore**. • Non-submission, insufficient amount, or invalid Bid Security shall render the bid non-responsive.
ITB.24	Deadline for submission of bid	Bids shall be received to the procuring agency no later than the date and time mentioned in BDS.
ITB.25	Late Bids	Any bid received after the prescribed deadline for submission shall be rejected and returned unopened (where applicable) in accordance with PPRA Rules.
ITB.36	**Determination of the Most Advantageous Bid**	The Employer shall determine the **Most Advantageous Bid - Quality and cost-based selection method** from among the substantially responsive bids based on compliance with the eligibility, qualification, technical requirements, and the

		evaluated bid price in accordance with the evaluation criteria specified in the Bidding Documents. A bid shall not be selected solely on the basis of the lowest price rather cumulative technical and financial bid evaluation shall be carried out in the quality cum cost-based selection method to determine the highest ranked most advantageous bid.
Qualification Requirement *(Bidding Data / Evaluation Criteria)*		Bidders shall demonstrate adequate financial capability by submitting: i. audited financial statements for the last three financial years, ii. A bank solvency certificate issued by a scheduled bank.
Clarification of Bidding Document and Pre-bid Meeting		i. A prospective bidder requiring any clarification of the bidding document may notify the Procuring agency/Employer through EPADS. ii. The Procuring agency/Employer shall respond to the request for clarification in accordance with Rule 31 of the Public Procurement Rules 2004. iii. During this pre-bid meeting, prospective bidders may request clarification of the schedule of requirement, the evaluation criteria or any other aspects of the bidding documents. iv. The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the bidder's own expense. v. The bidder and any of its authorized personnel will be granted permission by the Procuring agency/Employer to enter upon its premises and lands for the purpose of

	such visit, but only upon the express condition that the bidder and its personnel will release and indemnify the Procuring agency/Employer 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 the inspection.

Section III – Bid Data Sheet (BDS)

BDS Clause No.	ITB Clause No.	Amendments of, and Supplements to, Clauses in the Instructions to Bidders
1	1.1	**Employer:** Headquarters Military Lands & Cantonments (ML&C), Ministry of Defence, on behalf of Malir Cantonment Board **Subject of Procurement:** Engineering, Procurement, Construction, Installation, Testing, Commissioning and successful completion of Hybrid Solar PV Systems at Malir Cantonment Board. **Completion Period:** As specified in the Work Schedule. **Commencement:** Within Seven (07) days of issuance of Letter of Acceptance and signing of Contract. **Procurement Method:** National Competitive Bidding (NCB) under PPRA Rules (Single Stage Two Envelope bidding method)
2	2.1	**Financial Year:** FY 2026–27. **Project Name:** Solarization of Malir Cantonment Board. **Source of Funds: Malir Cantonment Board**
3	3.1	Maximum number of members in a Joint Venture (JV)/Consortium shall be two (02).
5	8.1 & 8.5	Requests for clarification shall be submitted through EPADS. **Pre-Bid Meeting will be held in HQ ML&C, Rawalpindi on ___ September 2026 at 1100 hrs.**
6	10.1	The language of the Bid and all correspondence shall be English.
7	11.1(i)	The bidders shall submit all documents required including PEC Registration, AEDB certification, EPADS Registration, FBR ATL status, Affidavit, Technical Proposal, Financial Proposal, Manufacturer's Authorizations (where applicable), Brochures, Data Sheets and other supporting documents.
9	15.5	Price Adjustment shall not apply.
11	16.1	The currency of the Bid shall be Pakistani Rupees (PKR).
12	18.1	The Bid Validity Period shall be **180 days** from the date of bid opening. Completion Time of the project **90 Days** (from the date of work order)
13	19.1	Bid Security shall be **5%** of the Estimated cost.
14	19.3	Bid Security shall be in the form of a **Call Deposit Receipt (CDR)** issued by a Scheduled Bank in favour of **Director CIMLA Lahore.**

18	**22.1**	One (01) electronic copy shall be submitted through PPRA EPADS. The original Bid Security shall be submitted in hard copy before the bid submission deadline.
19	**22.2**	Authorization to sign the Bid shall consist of a valid Power of Attorney, as applicable.
20	**23.2(a)**	Original Bid Security shall be delivered to: **Headquarters Military Lands & Cantonments**, Murree Road, Saddar, Rawalpindi.
22	**24.1**	Deadline for Bid Submission on _____ September 2026 at 1100 hours
23	**27.1**	Technical Bids shall be opened electronically through PPRA EPADS on _____ September 2026 at 1130 hours The Procuring Agency's address is **Headquarters Military Lands & Cantonments**, Murree Road, Saddar, Rawalpindi.
26	**34**	• **Evaluation Method:** Most Advantageous Bid – Quality and Cost based selection method under Single Stage – Two Envelope Procedure in accordance with Rule 36(b) of the PPRA Rules, 2004 (as amended). • Technical proposals shall be evaluated first. Only bidders obtaining minimum qualifying score specified in the Evaluation Criteria shall qualify for financial evaluation. The Contract shall be awarded to the bidder determined as the Most Advantageous Bid on the basis of the cumulative technical and financial bid evaluation in the quality cum cost-based selection method to determine the highest ranked most advantageous bid.
31	**48**	Performance Security shall be **10%** of the Accepted Contract Price**.**
32	**48**	Performance Security shall be in the form of a) bank guarantee from any Scheduled Bank in Pakistan or (b) an insurance company having at least AA rating from PACRA/JCR
33	**53.6**	Appeals shall be submitted to: Grievance Redressal Committee, Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi. • Additional DG, ML&C - Convener • Director (Finance & Planning) • Director Headquarter • Director Legal

		• Director Cantt Admin

Section IV – Eligible Countries

Participation in this bidding process shall be limited to firms incorporated or registered in the **Islamic Republic of Pakistan** and duly registered with the **Pakistan Engineering Council (PEC)** as mentioned in ITB.3. Joint Ventures (JVs) between eligible Pakistani firms are permitted, provided that all constituent members are registered with the Pakistan Engineering Council (PEC) and comply with the eligibility and qualification requirements specified in this Bidding Document. The Joint Venture shall submit a valid Joint Venture Agreement or Letter of Intent to form a Joint Venture, clearly identifying the Lead Partner, who shall be authorized to act on behalf of all members during the bidding process and execution of the Contract.

Section V – Evaluation Criteria

Only bidders meeting the following minimum qualification requirements shall be considered for detailed technical evaluation. Non-compliance with any mandatory requirement shall result in rejection of the bid without further evaluation.

The Bidder shall:

a. Verified Proof of at least five (5) years of experience of successfully completion of solar system (Hybrid Projects) above 1MW (at least 5 projects)
b. Registration with Pakistan Engineering Council at least in C3 category is mandatory.
c. Certification from AEDB
d. Be registered with the Federal Board of Revenue (FBR) and appear on the Active Taxpayers List (ATL).
e. Be registered as a Vendor on the PPRA e-PADS.
f. Bid Security
g. Not be blacklisted, suspended, or debarred by any Government, Semi-Government, Autonomous, or Regulatory Authority

Ser	Requirement	Status
a.	Verified Proof of at least five (5) years of experience of successfully completion of solar system (Hybrid Projects) above 1MW	Pass/Fail
b.	PEC Registration	Pass/Fail
c.	AEDB Certification	Pass/Fail
d.	Registration of Federal Board of Revenue (FBR) and Active Taxpayers List (ATL).	Pass/Fail
e.	EPADS Registration	Pass/Fail
f.	Bid Security	Pass/Fail
g.	Affidavit	Pass/Fail
h.	Complete Technical Proposal	Pass/Fail

The bidders must secure total minimum score of **70 marks out of 100** and **at least 50% marks** in each category to qualify in the Technical Evaluation. The Financial Proposals (Envelope-II) of only those technically qualified bidders shall be opened and evaluated.

5.1 Evaluation Criteria

5.1.1 Relevant Experience and Past Performance (25 Marks)

Marks for working experience and past performance of firm for "Hybrid Projects" shall be awarded on basis of following criteria:

Ser	Sub-Criteria	Max Marks	Remarks
a.	Successful completion of similar nature projects (Hybrid projects) in last five years: • 10 marks for 5 or more projects • 2 marks for 1 project	10	No marks if performance certificate of respective projects is not attached.
b.	In hand projects of similar nature (Hybrid projects): • 5 marks for 2 or more projects • 2.5 marks for 1 project	5	No marks if acceptance letter / Award letter of respective project is not attached.
c.	Financial outlay of projects at Sr. No. (i) (at least two projects having cost more than Rs. 200 M: • 5 marks for cost more than Rs. 200M • No mark for cost less than Rs. 200M	5	No marks if Taking Over Certificate from concerned authority is not attached
d.	Satisfactory report from executing agency/organization for works already performed and listed at Sr. No. (i) above: • 2 marks for each project performed as "good" and 1 mark for each project performed as "satisfactory (upto a max. of 5 marks)	5	No marks if Taking Over Certificate from concerned authority is not attached
Total Marks		**25**	

5.1.2 Capabilities with respect to Personnel, Equipment, and Plant (20 Marks)

5.1.2.1 Personnel Capabilities (12 Marks)

Credit Marks for Personnel Capabilities of the firm shall be awarded on the basis of the following criteria:

Ser	Position / Qualification	Req. No	Minimum Experience	Marks	Remarks
a.	**Project Manager** BSc/MSc Electrical	01	MSc – 10 Years BSc - 15 Years	3	• All Engineers must be registered with PEC. • Bidder must provide educational certificates, PEC Reg, certificates & pay slips at last six months.
b.	**Design Engineer**	01	07 Years	3	
c.	**Electrical / Site Engineer**	02	05 Years	2	
d.	**Solar Installation Supervisor/ Foreman**	02	05 Years	2	
e.	**Electricians/ Technicians**	04	03 Years	2	
Total Marks of Personnel Capabilities				**12**	

5.1.2.2 Equipment and Plants (8 Marks)

Credit Marks for Tools and Plants Capabilities of the firm shall be awarded on the basis of the following criteria:

Ser	Equipment and Plants	Minimum Requirement	Marks	Remarks
a.	Installation Tools	Complete set of insulated electrician tools, hydraulic cable crimping tools, cable cutters, MC4 crimping tools, torque wrenches and hand tools	4	Documentary evidence required.
b.	Testing & Commissioning Equipment	Digital Multimeter, Clamp Meter, Insulation Resistance Tester (Megger), Tester and Infrared	4	Calibration certificates (where

		Thermal Camera Earth Resistance Tester and Phase Sequence Meter		applicable) shall be submitted. Documentary evidence required.
	Total Marks		**8**	

5.1.3 Financial Capability (25 Marks)

Credit Marks for financial position of the firm shall be awarded on the basis of the following criteria.

Ser	Description	Max Marks	Remarks
a.	**Average Working Capital** **a.** Full Marks if the average working capital during the last three (03) financial years is more than **Rs. 200 Million.** **b.** For the average working capital more than **Rs.100 Million** but less than **Rs.200 Million**, use the following weightage: **Marks = 6 + (A/200) × 6.5** A = Average Working Capital during the last three (03) financial years.	13	Audited Financial Statements for the last three (03) financial years shall be submitted. No marks shall be awarded if the required documentary evidence is not provided.
b.	**Bid Capacity** **a.** Full Marks if the Net Bid Capacity is more than **Rs. 200 Million.**	12	Net Bid Capacity = Available Capital − 20% of the cost of all balance works in hand.

	b. For Net Bid Capacity more than **Rs. 100 Million** but less than **Rs. 200 Million**, use the following weightage: **Marks = 6 + (A/200) × 6.5** A = Bid Capacity		Available Capital = Average Working Capital of the last three (03) years**.**
	Total Marks of Financial Position	**25**	

5.1.4 Managerial Capability (10 Marks)

Credit Marks for Managerial Capability of the firm shall be awarded on the basis of the following criteria:

Ser	Description	Requirement	Marks	Remarks
a.	Organization Structure	Organization chart showing key management personnel and reporting hierarchy for execution of the project.	2	Organization chart shall be submitted.
b.	Project Execution & Monitoring Plan	Submission of project execution methodology including work schedule, resource allocation, implementation strategy, and monitoring mechanism (Gantt Chart/MS Project or equivalent).	3	Documentary evidence shall be provided.
c.	Net Billing / Utility Coordination Experience	Documentary evidence of successful coordination with DISCOs/NEPRA for Net Metering/Net Billing approvals, including submission of approval letters, commissioning certificates, or completion certificates for similar projects (Hybrid Projects).	5	Documentary evidence shall be submitted.
Total Marks of Managerial Capability			**10**	

5.1.5 Engineering Design & Methodology (20 Marks)

Credit Marks for Engineering Design & Methodology of the firm shall be awarded on the basis of the following criteria:

Ser	Description	Requirement	Marks	Remarks
a.	System Design & Load Analysis	Adequacy of load assessment, PV array sizing, inverter sizing, battery sizing (where applicable), cable sizing, voltage drop analysis and annual energy yield calculations.	7	Documentary evidence shall be submitted.
b.	Simulation & Design Software	Submission of simulation results generated through PVsyst, Helioscope, ETAP, DIgSILENT, Homer Pro or equivalent software demonstrating system performance, annual energy generation, Performance Ratio (PR), system losses and payback calculation based on Net billing	7	Documentary evidence shall be submitted.
c.	Electrical Design & Protection Philosophy	Single Line Diagram (SLD), DC/AC protection coordination, ACDB/DCDB design, earthing calculations, lightning protection system, surge protection devices and compliance with IEC/IEEE/NEC standards.	6	Documentary evidence shall be submitted.
Total Marks			**20**	
Total Technical Marks			**100**	

5.2 Cumulative Evaluation Formula for Most Advantageous Bid

Description	Requirement
Minimum Qualifying Technical Score (TS)	The bidders must secure total minimum score of **70 marks out of 100** and at least **50% marks** in each category to qualify for opening of financial bid.
Financial Evaluation	Only the Financial Proposals of technically qualified bidders shall be opened and evaluated.
	Bid prices shall be quoted in Pakistani Rupees (PKR) and shall be inclusive of all applicable taxes, duties, levies, transportation, installation, testing, commissioning, and all other costs necessary for completion of the Works.
Evaluation Method	The Contract shall be awarded on the basis of the **Most Advantageous Bid (Quality and Cost Based Selection method)** by applying a weighted combination of Technical and Financial Scores.
Technical Weightage	**70%**
Financial Weightage	**30%**

The Financial Score (FS) shall be calculated as:

"FS = (Lowest evaluated bid price / Bidder's evaluated bid price) x 100"

The Combined Score (CS) shall be calculated as:

"CS = (Technical Score x Technical Weightage) + (Financial Score x Financial Weightage)"

Section VI - Works Requirements, Technical Specifications and Other Information

1. Detailed Specifications and Scope of Work

The Contractor shall carry out all activities necessary for the complete design, supply, installation, testing, commissioning, and successful operation of the Solar PV Systems. The scope of work shall include, but shall not be limited to, the following:

A. Site Survey, Assessment & Data Collection

The Contractor shall conduct a comprehensive site survey of Malir Cantonment Board prior to commencement of design and installation works. The survey shall include, but not be limited to, the following:

- Physical inspection and assessment of project site.
- Assessment of connected load, demand profile, transformer capacity, daily energy consumption, future load requirements and existing distribution system.
- Assessment of operating hours, pumping schedule, for tubewell installations (where applicable).
- Identification of suitable locations for installation of Solar PV arrays, inverters, batteries, and associated equipment.
- Evaluation of rooftop, ground-mounted, or elevated mounting options, including structural suitability and shading analysis.
- Assessment of available installation area, orientation, tilt angle, accessibility, and maintenance requirements.
- Identification of existing underground and overhead utilities that may affect installation.
- Assessment of interconnection point and feasibility for Net Billing in accordance with NEPRA and the concerned DISCO requirements.
- Identification of any deficiencies in the existing electrical infrastructure requiring modification or upgradation, including transformers, switchgear, distribution boards, protection systems, cables, and metering arrangements.
- Collection of all technical data required for detailed engineering design, energy simulation, and preparation of construction drawings.

B. Load Detail & System Design Engineering

The PV systems have been proposed based on the existing electrical loads, operational requirements, site conditions, and energy consumption patterns of the Malir Cantonment Board. The Contractor shall verify the load requirements, conduct a detailed site survey as mentioned above, and validate the proposed system configuration before commencing the detailed engineering design. Any modifications required to ensure optimum system performance, safety, reliability, and compliance with the technical specifications shall be incorporated by the Contractor, subject to the approval of the Employer.

The contractor shall be fully responsible for design and shall submit it for approval from competent authority. No installation shall commence without written approval of designs.

- Solar PV system sizing based on:
  - Connected load
  - Energy demand
  - Seasonal variations
- Electrical design including:
  - Single Line Diagrams (SLDs)
  - Protection and control schemes
- Structural design calculations for mounting systems
- Earthing and lightning protection layouts

C. Supply of Equipment

i. Solar PV Modules (Bi Facial Panels)

- Tier-1 manufacturers only
- IEC 61215 & 61730 certified
- PID resistant
- Minimum efficiency: **21%**
- Performance warranty: **25 years**

ii. Inverters

- Hybrid inverters supporting minimum of 6 hours of backup
- Minimum efficiency: 97%
- Power factor ≥ 0.99

- THD ≤ 3%
- Anti-islanding protection
- Minimum 10-Year Manufacturer's Warranty

iii. Battery Energy Storage System

- Lithium ($LiFePO_4$) Technology
- Sodium-ion Batteries as an option in addition to Lithium-ion Batteries
- Minimum Storage 6 Hours
- Round-Trip Efficiency ≥ 95%
- Cycle Life ≥ 6,000 Cycles at 80% DoD
- Usable Depth of Discharge (DoD) ≥ 80%
- Integrated Battery Management System (BMS)
- Minimum 10-Year Manufacturer's Warranty

iv. Mounting Structures

- Hot-dip galvanized steel frame structure to be approved by procuring agency's Structural Engineer.
- Designed for wind speeds ≥ 160 km/h
- Suitable for long-term outdoor exposure

D. Electrical & Protection Works

- Protection equipment:
- DC/AC isolators
- Surge Protection Devices
- Circuit breakers
- Earthing resistance: ≤ 3 ohms

E. Testing, Commissioning & Performance Validation

- Insulation resistance testing
- Synchronization tests
- Full-load operational testing
- Performance Ratio (PR) ≥ 75%
- Continuous 72-hour trial run

F. After Sales Service

After-Sales Services & Maintenance to ensure solar system continues to operate at peak efficiency for years to come. Consistent maintenance is the key to maximizing energy output, system life, and return on investment. Availability of Expert Technicians to monitor, inspect, and maintain solar system ensuring smooth operation, quick troubleshooting, and complete peace of mind.

SECTION VII - Tender Notice and Estimated Cost

Notice Inviting E-Bidding Single Stage Two Envelop Through E-Pads

The Military Lands & Cantonment Department (Ministry of Defence), being the procuring entity on behalf of Malir Cantonment Board, invites sealed Technical and Financial Bids from eligible contractors/firms for following works under **Single Stage – Two Envelope bidding procedure** in accordance with Rule 36(b) of the Public Procurement Regulatory Authority (PPRA) Rules, 2004 (as amended), using the PPRA e-Pak Acquisition and Disposal System **(EPADS)** on the basis of "**most advantageous bid – Quality and cost based selection method**" as per PPRA Rules 2004. Bids shall be quoted on the basis of percentage above / below / at par with MES Schedule of Rates 2025 for "Schedule Items" and market rates for "Non-Schedule Items" as per BOQ/ estimated cost. Bids are invited from contractors/firms having valid registration with the Pakistan PEC Registration (minimum Category C-3) with relevant Solar Specialization Code EE-11 (i, ii, iii & vi), valid certificate from Alternative Energy Development Board (AEDB), Active PPRA EPADS registration, and Active FBR Active Taxpayer List (ATL) for the following works to be executed during the Financial Year 2026–27:

Ser	Name of Cantonment	System Size (KW)	Inverters	Battery Energy Storage Capacity (BESS)	Estimated Amount Rs (M)
1	Malir	578	490 KW Hybrid	912 kWh	183.60

TERMS & CONDITIONS

1. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.
2. Only bidders registered as active vendors on **PPRA e-PADS 2.0** shall be eligible to participate. Bids shall be prepared, digitally signed (where applicable), and submitted electronically through **https://eprocure.gov.pk** in accordance with Rule 36(b) of the PPRA Rules, 2004.

3. The procurement shall follow the **Single Stage – Two Envelope (most advantageous bid – Quality and cost-based selection method**. The Technical and Financial Proposals shall be submitted separately through e-PADS. Initially, only the Technical Proposals shall be opened and evaluated. Financial Proposals of only technically qualified bidders shall be opened on a date and time to be communicated through e-PADS.
4. Bid Security shall be **5% of the Estimated Cost**, in the form of a **Call Deposit Receipt (CDR)** issued by a scheduled bank in favour of **Director CIMLA Lahore**. A scanned copy shall be uploaded with the electronic bid, while the original CDR shall be submitted to the Procuring Agency **before the bid opening**.
5. Bidders shall submit an Affidavit on Judicial Stamp Paper affirming that:
    - the firm has not been blacklisted by any Government, Semi-Government, Autonomous or Local Body;
    - the firm is not involved in any litigation that may adversely affect its performance under the Contract; and
    - all information furnished in the bid is true, complete, and verifiable.
6. All documents comprising the bid shall be duly signed, stamped, and uploaded in PDF format through e-PADS.
7. Bids shall be submitted electronically **on or before _________ September 2026 at 1100 hrs.** Technical Proposals shall be opened electronically through e-PADS on the same day at 1130 hours in the presence of bidders or their authorized representatives who wish to attend.
8. All quoted prices shall be inclusive of all applicable Federal and Provincial taxes, duties, levies, transportation, insurance, installation, testing, commissioning, Net Billing facilitation, and all incidental costs required for complete execution of the Works.
9. The successful bidder shall execute the Contract Agreement and furnish the prescribed Performance Security within the period specified in the Letter of Acceptance. All terms and conditions contained in the Bidding Documents shall form an integral part of the Contract.
10. Firms that have been blacklisted by any Government Department, Autonomous Body, or Public Sector Organization, or are found to have submitted false information or engaged in corrupt, fraudulent, collusive, or coercive practices, shall be declared non-responsive and dealt with in accordance with the PPRA Rules.

11. A Pre-bid meeting will be held on **_____September 2026** at 1100 hours in the office of the **Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi**, for any clarification on tender documents for interested bidders.
12. If the bid opening date is declared a public holiday or the office remains closed due to unforeseen circumstances, the bids shall be opened on the next working day at the same time and venue.
13. Any attempt to influence the bid evaluation process or submission of false, misleading, or forged documents shall result in disqualification and may lead to legal proceedings under the applicable laws.
14. Further information, technical details, and site-related clarifications may be obtained from **Headquarters Military Lands & Cantonments, Murree Road, Saddar, Rawalpindi** or the **Malir Cantonment Board** during office hours.
15. Successful bidder shall be bound to execute an agreement with the procuring entity and all terms and conditions including tender notice shall be binding on the bidder.
16. As per PPRA Rule 33, the procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.

Section VIII – Bill of Quantity (BOQ)

1. The BOQ for Malir Cantonment Board has been prepared by the design consultant based on site-specific requirements and system configurations.
2. The BOQs shall be read in conjunction with the Technical Specifications, Scope of Work, Employer's Requirements, and all other provisions of the Bidding Documents.
3. Bidders are strongly advised to visit the project sites and satisfy themselves regarding site conditions, available installation area, existing electrical infrastructure, cable routing, structural constraints, accessibility, and all other factors that may affect the execution of the Works.
4. Submission of a Bid shall be deemed to constitute confirmation that the Bidder has examined the site conditions, reviewed the Bidding Documents, and included all costs necessary for the complete execution, testing, commissioning, Net Billing/Grid Interconnection, and successful operation of the Solar PV System.
5. The quantities indicated in the BOQs are based on the consultant's design and are intended for bid evaluation. The successful Contractor shall verify all quantities during detailed engineering and shall provide all additional materials, accessories, fittings, consumables, and Balance of System (BOS) items required for a complete and fully functional installation, whether specifically listed in the BOQ or otherwise required by the Technical Specifications, without any additional cost to the Employer.
6. In the event of any discrepancy between the BOQ, Technical Specifications, Drawings, and Scope of Work, the more stringent technical requirement shall prevail. Any ambiguity shall be referred to the Employer for clarification before submission of the Bid.
7. The quoted rates shall be deemed to include all costs associated with design verification, supply, transportation, loading/unloading, storage, installation, testing, commissioning, synchronization, Net Billing/Grid Interconnection, taxes, duties, insurance, labour, tools, equipment, training, documentation, warranties, and all incidental works necessary for successful completion of the Project
8. The proposed system capacities, site conditions, installation methodology, Battery Energy Storage System (BESS) requirements, civil works, and Balance of System (BOS) components.

9. The BOQs of Malir Cantonment Board are provided solely to identify the scope and quantities of work. Bidders shall carefully review all BOQs and shall be responsible for pricing each item based on the project requirements.

Solarization at Office Buildings - Malir Cantonment Board

Ser	Description /Specification	MES Sch Rate Item / Market Rate Item	Unit	Unit Rate	Qty
1	Supply, installation, testing and commissioning of PV panel Tier-I for solar electric energy system, complete in all respect as specified	27-404	KW	43	578
2	Supply, installation, testing and commissioning of Inverter for Hybrid solar electric energy system, complete in all respect as specified	27-406	KW	43	490
3	Supply, installation, testing and commissioning of Lithium Iron Phosphate Battery for solar electric energy system, complete in all respect as specified	27-407	KWh	66	912
4	Supply and Installation of GI/ Aluminium frame structure (Roof Top Elevated Structure) including concrete work for solar electric energy system, complete in all respect as specified	27-409	KW	18	578
5	CTs :Ratio: 250/5 supply and fixing	25-841	No.	10825	12
6	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 3 to 30 A (Breaking capacity 2.5 KV), supply and fixing.	24-389	No.	11508	56
7	Steel Box (16 BG) for main switch, distribution board and meter, Type A, as per drawing in Figure 25-14, duly painted with primer and two coats of synthetic enamel paint, supply and fixing.	25-661	No.	19265	5
8	LT Switch Board with 1250 A, MCCB, incoming switch, complete with thermal over current release, adjustable magnetic short circuit release, shunt trip coil, CT ratio 1000/5, volt meter and Amp-meter with selector switches, earth fault relays, complete with TP, neutral common bus bar, including upto 06 outgoing with neutral link, 3-Phase MCCB switches, switch board steel sheet factory wired, painted and installed, complete including making connection, supply and fixing.	25-845	No.	1525625	4
9	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 250A (Breaking capacity 2.5 KV), supply and fixing.	24-393	No.	48824	16
10	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 100A (Breaking capacity 2.5 KV), supply and fixing.	24-391	No.	15883	3
11	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 400A (Breaking capacity 2.5 KV), supply and fixing.	24-394	No.	87961	3
12	Wiring in conduit surface, concealed, flame proof, with single core PVC insulated cable, installed and connected complete (excluding conduit) single core cable, 2.5 mm² (For Earthing), supply and fixing	24-611	Mtr	136	450
13	Wiring in conduit surface, concealed, flame proof, with single core PVC insulated cable, installed and connected complete (excluding conduit) single core cable, 4 mm² (For Earthing), supply and fixing	24-612	Mtr	179	360
14	Wiring in conduit surface, concealed, flame proof, with single core PVC insulated cable, installed and connected complete (excluding conduit) single core cable, 25 mm² (For Earthing), supply and fixing	24-616	Mtr	1021	600
15	Cable electric LT, PVC insulated, PVC sheathed, un-armoured, overall PVC 600/1000 V, with stranded copper conductor 35 mm², but 3½ core, laid in trenches complete with bricks, sand (excluding cost of excavation), supply and fixing.	25-308	Mtr	5434	90
16	do but 70mm	25-310	Mtr	10000	270
17	do but 95mm	25-311	Mtr	13489	360
18	do but 120 mm	25-312	Mtr	17068	540
19	Supply, installation, testing and commissioning of DC Cable 6mm² double XLPO insulated and tin coated for solar electric energy system, complete in all respect as specified.	27-410	Mtr	440	14589
20	DC Cable from Array to Inverter 1C x 70mmsq, Copper	25-361	Mtr	3203	360
21	Lightning Arrester set of three pieces, complete, with all accessories,	25-637	No.	47050	8
22	Earthing :complete as described in Para 24.16 of the Specifications, with 3/0 SWG copper conductor, supply and fixing.	24-286	Job	24904	13
23	Excavation in hard soil for Cables	1-2	Cum	473	151
24	Polyethylene Pipe (PE-100), 75 mm dia, Class PN-10 / SDR-17 (excluding cost of excavation), supply and fixing.	18-553	Mtr	1015	360
25	Conduit, 50 mm dia, heavy gauge Class-"B", screwed, solid drawn, complete with all bends, tees, boxes saddels etc., stove enamelled for surface wiring, supply and fixing (fittings shall be flame proof and conform to BS No. 229 and 889).	24-438	Mtr	616	1170
26	Battery Controller:BEES battery controller as SigenStack BC M2-0.5C-BST supply fixing complete in all respect	M-R	No.	2500000	4
27	Gateway (For Genset Synchronization) 120KW supply and fixing, complete in all respect	M-R	No.	2103300	4
28	Communication Cable for CT supply and fixing	M-R	No.	100	1000
29	AC Surge Protection Devices Type II, supply and fixing, complete with all respect	M-R	No.	600000	9
30	**Net Metering:** Provision for statutory charges payable to K-Electric and/or other Competent Authority in connection with grid interconnection and net-metering approval of the Solar PV System, including application fees, processing charges, bidirectional revenue metering charges, statutory inspection/testing charges (where levied by the utility), and any other mandatory statutory charges required for grant of grid interconnection approval.	M-R	Job	3000000	1

Form No Cantt: 37-B
Rule 66(2) 1

CANTONMENT BOARD MALIR
FORM OF THE PUBLIC WORK ESTIMATE

No. ____________________
Date ____________________
Agency time Allowed____________
G.L.R Survey No. 63/1
Class C Land

Location and Description of Work to be done.

Solarization Mega Project at Cantonment Board Malir.

S#	Description	No.	L	B	H	QTY	UNIT	S.I No.	RATE	Rs.
1	Supply, installation, testing and commissioning of PV panel Tier-I for solar electric energy system, complete in all respect as specified	988				578000	Watt	27-404	43	**24854000.00**
2	Supply, installation, testing and commissioning of Inverter for Hybrid solar electric energy system, complete in all respect as specified	5				490000	Watt	27-406	43	**21070000.00**
3	Supply, installation, testing and commissioning of Lithium Iron Phosphate Battery for solar electric energy system, complete in all respect as specified					912000	watt	27-407	66	**60192000.00**
4	Supply and Installation of GI/ Aluminium frame structure (Roof Top Elevated Structure) including concrete work for solar electric energy system, complete in all respect as specified					578000	watt	27-409	18	**10404000.00**
5	Battery Controller:BEES battery controller as SigenStack BC M2-0.5C-BST supply fixing complete in all respect					4	each	star	2500000	**10000000.00**
6	Gateway (For Genset Synchronization) 120KW supply and fixing, complete in all respect					4	each	star	2103300	**8413200.00**
7	Communication Cable for CT supply and fixing					1000	meter	star	100	**100000.00**
8	CTs :Ratio: 250/5 supply and fixing					12	each	25-841	10825	**129900.00**
9	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 3 to 30 A (Breaking capacity 2.5 KV), supply and fixing.					56		24-389	11508	**644448.00**

10	Steel Box (16 BG) for main switch, distribution board and meter, Type A, as per drawing in Figure 25-14, duly painted with primer and two coats of synthetic enamel paint, supply and fixing.					5	each	25-661	19,265	**96325.00**
11	LT Switch Board with 1250 A, MCCB, incoming switch, complete with thermal over current release, adjustable magnetic short circuit release, shunt trip coil, CT ratio 1000/5, volt meter and Amp-meter with selector switches, earth fault relays, complete with TP, neutral common bus bar, including upto 06 outgoing with neutral link, 3-Phase MCCB switches, switch board steel sheet factory wired, painted and installed, complete including making connection, supply and fixing.					4	each	25-845	1,525,625	**6102500.00**
12	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 250A (Breaking capacity 2.5 KV), supply and fixing.					16	each	24-393	48824	**781184.00**
13	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 100A (Breaking capacity 2.5 KV), supply and fixing.					3	each	24-391	15883	**47649.00**
14	MCCB 4 Pole, 500 / 600 V, 50/60 Cycles, complete with thermal and magnetic trip 400A (Breaking capacity 2.5 KV), supply and fixing.					3	each	24-394	87961	**263883.00**
15	AC Surge Protection Devices Type II, supply and fixing, complete with all respect					9	each	star	600000	**5400000.00**
16	Wiring in conduit surface, concealed, flame proof, with single core PVC insulated cable, installed and connected complete (excluding conduit) single core cable, 2.5 mm² (For Earthing), supply and fixing					450	meters	24-611	136	**61200.00**
17	Wiring in conduit surface, concealed, flame proof, with single core PVC insulated cable, installed and connected complete (excluding conduit) single core cable, 4 mm² (For Earthing), supply and fixing					360	meters	24-612	179	**64440.00**
18	Wiring in conduit surface, concealed, flame proof, with single core PVC insulated cable, installed and connected complete (excluding conduit) single core cable, 25 mm² (For Earthing), supply and fixing					600	meters	24-616	1021	**612600.00**

19	Cable electric LT, PVC insulated, PVC sheathed, un-armoured, overall PVC 600/1000 V, with stranded copper conductor 35 mm², but 3½ core, laid in trenches complete with bricks, sand (excluding cost of excavation), supply and fixing.					90	meter	25-308	5,434	**489060.00**
20	do but 70mm					270	meter	25-310	10,000	**2700000.00**
21	do but 95mm					360	meter	25-311	13,489	**4856040.00**
22	do but 120 mm					540	meter	25-312	17,068	**9216720.00**
23	Supply, installation, testing and commissioning of DC Cable 6mm² double XLPO insulated and tin coated for solar electric energy system, complete in all respect as specified.					14589	meter	27-410	440	**6419160.00**
24	DC Cable from Array to Inverter 1C x 70mmsq, Copper					360	meter	25-361	3,203	**1153080.00**
25	Lightning Arrester set of three pieces, complete, with all accessories,					8	each	25-637	47,050	**376400.00**
26	Earthing :complete as described in Para 24.16 of the Specifications, with 3/0 SWG copper conductor, supply and fixing.					13	**each**	24-286	24904	**323752.00**
27	Excavation in hard soil for Cables					151	**cum**	1-2	473	**71423.00**
28	Polyethylene Pipe (PE-100), 75 mm dia, Class PN-10 / SDR-17 (excluding cost of excavation), supply and fixing.					360	**meter**	18-553	1015	**365400.00**
29	Conduit, 50 mm dia, heavy gauge Class-"B", screwed, solid drawn, complete with all bends, tees, boxes saddels etc., stove enamelled for surface wiring, supply and fixing (fittings shall be flame proof and conform to BS No. 229 and 889).					1170	**meter**	24-438	616	**720720.00**
30	Net Metering: Provision for statutory charges payable to K-Electric and/or other Competent Authority in connection with grid interconnection and net-metering approval of the Solar PV System, including application fees, processing charges, bidirectional revenue metering charges, statutory inspection/testing charges (where levied by the utility), and any other mandatory statutory charges required for grant of grid interconnection approval.					**1.00**	**job**		3000000	**3000000.00**
									Total	**178929084.00**
			added 2.65% on MES Shedule 2025 item						**2.65%**	**4670916.00**
									Grand Total	**183600000.00**

Letter of Bid

Bid Reference No. ________________________
[Name of Contract/ Works]

To: ________________________________

____

Dear Sir

1. Having examined the Bidding Documents including Instructions to Bidders, Bidding Data, Conditions of Contract, Specifications, Schedules to Bid including Bill of Quantities, Drawings and Addenda Nos. __________________________________for the execution of the above-named Works, we, the undersigned, offer to execute and complete such Works and remedy any defects therein in conformity with the said Bidding Documents and Addenda for the sum of Equivalent PKR________________________ (Eq. Pak Rupees __________________________ ____) or such other sum as may be ascertained in accordance with the said conditions.

2. We meet the eligibility requirements in accordance with IB.3.

3. We, including any Subcontractors for any part of the Contract, are not debarred/ blacklisted by the Employer, any Government/Semi Government/Public Department in Pakistan or foreign country, international organizations or other foreign institutions.

4. Our subcontractors or suppliers for any part of the Contract, if any, shall have nationalities from eligible countries, in accordance with IB.4.4.

5. We understand that all the Schedules attached hereto form part of this Bid.

6. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of PKR _______________________ (Pak. Rupees. ___________________________________) drawn in your favour or made payable to you and valid for a period of ___________days beginning from the date Bids are opened.

7. We undertake, if our Bid is accepted, to commence the Works and to complete the whole of the Works comprised in the Contract within the time stated in Contract Data.

8. We agree to abide by this Bid for the period of ______ days, inclusive of 14 days beyond Bid validity period (as mentioned at Sr. No. 6 above) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

10. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other Bidder for the Works.

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

12. We undertake that all the information and documents submitted with the Bid are genuine, and in case of incorrect information of fake documents we shall be liable for punitive action under the Applicable Law.

Dated this ___________day of________________20______

Signature: ________________________

in the capacity of _____________________duly authorized to sign Bids for and on behalf of

____

(Name of Bidder in Block Capitals)
(Seal)

Address:____

____

____

Witness:

Signature: _____________________________

Name: ________________________________

Address. _____________________________________

____

Occupation____________________________________

Form of Bid Security

Security Executed on ____
(*Date*)

Expiry on ____
(*Date*)

Name of Surety with Address: ____

____

Name of Principal (Bidder) with Address ____

____

Penal Sum of Security PKR ___________________________ (Pak Rupees ____________
____)

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 'Employer') 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 ________________________________
___________________________________(*Particulars of Bid*) to the said Employer; and

(1) WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum to the Employer, conditioned as under: that the Bid Security shall remain in force for a period fourteen (14) days beyond the Bid Validity date i.e., upto __________.

(2) that the Bid Securities of the Bidders except the lowest three will be returned by the Employer within twenty eight (28) days from the opening of Bids, provided a Bidder request for the return of its Bid Security, or on the expiry of original validity of Bid Security or as extended, whichever is earlier;

(3) that the Bid Security of the lowest three Bidders comprising the successful Bidder will be returned when the successful Bidder has furnished the required Performance Security; and

(4) that in the event of failure of the successful Bidder to furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to IB.16 and IB.35 of the Instructions to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within twenty eight (28) 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 Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

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

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

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

SURETY
(Schedule Bank/Insurance Company)

WITNESS:

Signature ______________________

1. ______________________________

Name ______________________

____

Title ______________________

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. ______________________________

____

Name, Title & Address

Form of Performance Security

Guarantee No.___________________
Executed on ___________________
Expiry date _____________________

[Letter by the Guarantor to the Employer]

Name of Guarantor with address: ____

____

Name of Principal (Contractor) with address:______________________________________

____

Penal Sum of Security (*express in words and figures*) ________________________________

____

Letter of Acceptance No. __________________________________Dated ________________

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for ____________________________________

_______________________________ (*Name of Contract*) for the __________________________

____(*Name of Project*).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause11, Defects After Taking Over, of Conditions of Contract are fulfilled.

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

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

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

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

Guarantor
(Schedule Bank/ Insurance Company)

WITNESS:	Signature ______________________
1. ______________________________	Name __________________________
______________________________	Title ___________________________
Corporate Secretary (Seal)	Corporate Guarantor (Seal)

2. ______________________________

____

Name, Title & Address

INTEGRITY PACT

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

Contract No.________________ Dated __________________
Contract Value: _____________
Contract Title: _______________

………………………………… **[Name of Bidder/Contractor]** 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/ Contractor]** 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/Contractor] 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/Contractor] 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/Contractor]** 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Bidder/Contractor] 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 Employer: ……………… Name of Bidder/Contractor: ……………
Signature: ………………………… Signature: ……………………………….
[Seal] [Seal]

GOVERNMENT OF PAKISTAN
MINISTRY OF DEFENCE
MILITARY LANDS & CANTONMENTS DEPARTMENT

Section IX - Deed Of Warranty Novation

FOR TRANSFER, ASSUMPTION AND ENFORCEMENT OF LONG-TERM WARRANTY, PERFORMANCE AND AFTER-SALES OBLIGATIONS OF SOLAR PHOTOVOLTAIC SYSTEM

Project: Solarization of __________________ Cantonment Board
Tender No.: __________________________
Contract No.: ________________________
Date of Original Contract: ______________
Contract Price: Rs. ___________________
Date of Commissioning: _________________
Date of Taking Over: ___________________
THIS DEED OF WARRANTY NOVATION is made and executed at __________________ on this ___ day of __________ 2026.

BY AND BETWEEN

1. **______________________________ [CANTONMENT BOARD/PROCURING AGENCY]**, through its authorized representative _________________________, having its office at ___________________________, hereinafter referred to as the **"Procuring Agency"**, which expression shall, where the context so permits, include its successors and permitted assigns;

AND

2. M/s ______________________________, a company/firm incorporated/registered under the laws of Pakistan, having its registered office at _________________________, NTN ____________, STRN ____________, through its duly authorized representative ___________________________, hereinafter referred to as the **"Original Contractor/EPC Contractor"**, which expression shall include its successors and permitted assigns;

AND

3. M/s ______________________________, being the manufacturer/authorized distributor/authorized supplier of the Solar PV Modules/Inverters/other equipment, having its registered office at _________________________, through its duly authorized representative __________________________, hereinafter referred to as the **"New Warranty Obligor"**, which expression shall include its successors and permitted assigns.
The above shall collectively be referred to as the **"Parties"** and individually as a **"Party."**

1. RECITALS

1.1
The Procuring Agency initiated procurement for the **Solarization of __________________ Cantonment Board** in accordance with the applicable public procurement laws, rules, regulations and approved bidding documents.

1.2
The Original Contractor submitted its bid against Tender No. __________ dated __________ and was declared the successful bidder in accordance with the prescribed procurement procedure.

1.3

The Procuring Agency and the Original Contractor entered into Contract No. _________ dated __________ for supply, installation, testing and commissioning of the Solar PV System at __________________ Cantonment Board.

1.4

The Solar PV System comprises, inter alia:

a. Solar PV modules/panels;

b. Solar inverters;

c. mounting structures;

d. DC and AC cables;

e. protection equipment;

f. monitoring and data-logging equipment;

g. electrical equipment;

h. associated civil works; and

i. other equipment specified in the Contract.

1.5

The Original Contractor is contractually responsible for ensuring the validity and enforcement of the warranties applicable to the equipment supplied under the Contract.

1.6

The Procuring Agency requires long-term protection of public assets and accordingly requires the warranty obligations relating to the Solar PV Modules/Panels and Inverters to remain directly enforceable throughout the applicable warranty periods.

1.7

The New Warranty Obligor is the manufacturer/authorized supplier/authorized representative of the relevant equipment and has agreed to assume and directly honour the warranty obligations specified in this Deed.

1.8

The Parties therefore desire to record the transfer, assumption, continuation and enforcement of the warranty obligations through this Deed.

2. PURPOSE OF THE DEED

The purpose of this Deed is to:

a. formally record the long-term warranty obligations relating to the Solar PV System;

b. secure a minimum **25-year warranty for Solar PV Modules/Panels**;

c. secure a minimum **10-year warranty for Solar Inverters**;

d. establish direct warranty obligations in favour of the Procuring Agency;

e. provide a mechanism for repair/replacement of defective equipment;

f. ensure continuity of warranty obligations notwithstanding completion of the project;

g. establish performance monitoring and reporting obligations;

h. provide remedies for failure to honour warranty obligations; and

i. establish the contractual and regulatory consequences of established contractual breach, including proceedings under **Rule 19 of the Public Procurement Rules, 2004**, where legally applicable.

3. EFFECTIVE DATE

This Deed shall become effective from the date of its execution by all Parties, unless another effective date is specifically stated herein.

The warranty periods shall, however, be calculated from the date specified in the original Contract, commissioning certificate or warranty certificate, as applicable.

4. NOVATION AND ASSUMPTION OF WARRANTY OBLIGATIONS

4.1

The Original Contractor hereby assigns/transfers, to the extent legally permissible, and the New Warranty Obligor hereby accepts and assumes, the warranty obligations specified in this Deed.

4.2
The New Warranty Obligor irrevocably undertakes to honour the applicable warranties directly in favour of the Procuring Agency.
4.3
The New Warranty Obligor shall not require the Procuring Agency to first pursue the Original Contractor before making a valid warranty claim.
4.4
The Original Contractor shall remain responsible for all obligations which, under the original Contract, are not expressly novated or released by this Deed.
4.5
Nothing in this Deed shall prejudice or extinguish any right or remedy of the Procuring Agency which accrued before the effective date of this Deed.

4.6
This Deed shall not be construed as a waiver of any obligation of the Original Contractor under the original Contract unless such obligation is expressly stated to have been novated or discharged.
5. WARRANTY PERIODS
The minimum warranty periods shall be as follows:

Sr. No.	Component	Minimum Warranty
1	Solar PV Modules/Panels	**25 Years**
2	Solar Inverters	**10 Years**
3	Mounting Structures	As per Contract/Technical Specifications
4	DC Cables	As per Contract/Manufacturer Warranty
5	AC Cables	As per Contract/Manufacturer Warranty
6	Protection Equipment	As per Contract/Manufacturer Warranty
7	Monitoring System	As per Contract/Manufacturer Warranty
8	Workmanship/Installation	As specified in Contract

Where the manufacturer's warranty or Contractor's accepted bid provides a period longer than the above minimum, the **longer period shall apply**.
6. 25-YEAR WARRANTY FOR SOLAR PV MODULES/PANELS
6.1
The New Warranty Obligor guarantees that all Solar PV Modules/Panels supplied under the Project shall remain covered by a minimum **25-year performance warranty**.
6.2
The warranty shall cover manufacturing defects, material defects and degradation/performance issues in accordance with the approved technical specifications and manufacturer's warranty.
6.3
The guaranteed power output/degradation curve shall be recorded in **Schedule-I** of this Deed.
6.4
Where a module fails to meet the guaranteed performance level, the New Warranty Obligor shall, at its own cost:
a. inspect the module;

b. determine the cause of failure;
c. repair or replace the defective module; and
d. restore the system to the guaranteed performance level.

6.5
Replacement modules shall be:
a. new;
b. genuine;
c. of equal or higher capacity;
d. technically compatible with the installed system; and
e. covered by the applicable remaining warranty.

6.6
No additional cost shall be payable by the Procuring Agency for replacement of equipment covered by warranty.

7. 10-YEAR WARRANTY FOR SOLAR INVERTERS

7.1
The New Warranty Obligor shall provide a minimum **10-year warranty** for each inverter installed under the Project.

7.2
The inverter warranty shall cover manufacturing defects, material defects and failures arising during normal operation.

7.3
In the event of failure, the New Warranty Obligor shall:
a. diagnose the fault;
b. repair the inverter where technically feasible; or
c. replace the inverter where repair is not feasible.

7.4
All costs relating to transportation, repair/replacement, installation, testing and recommissioning shall be borne by the responsible warranty obligor where the defect is covered by warranty.

7.5
The replacement inverter shall be of equal or superior technical specification and shall be compatible with the installed system.

8. WARRANTY CLAIM PROCEDURE

8.1
The Procuring Agency shall notify the Contractor/New Warranty Obligor of any suspected defect through written notice, email or the designated warranty reporting system.

8.2
The warranty notice shall, where possible, identify:
a. equipment;
b. serial number;
c. date of failure;
d. nature of defect;
e. photographs/logs, where available; and
f. relevant monitoring data.

8.3
The New Warranty Obligor shall acknowledge the claim within **48 hours**.

8.4

For a critical system failure, technical assistance shall commence within **24 hours** of notification.

8.5

The New Warranty Obligor shall rectify or replace defective equipment within **___ days**, unless the nature of the defect requires a longer period and the Procuring Agency accepts the justification in writing.

9. PERFORMANCE GUARANTEE

9.1

The Contractor guarantees the performance of the Solar PV System in accordance with the approved technical specifications and accepted bid.

9.2

The guaranteed parameters shall include, where applicable:

a. installed DC capacity;
b. AC capacity;
c. annual energy generation;
d. performance ratio;
e. system availability;
f. inverter efficiency;
g. module degradation; and
h. power quality.

9.3

The guaranteed parameters shall be incorporated in **Schedule-II**.

9.4

The Procuring Agency may use monitoring data, testing, inspection or independent technical verification for determining system performance.

10. PERFORMANCE MONITORING

The Contractor/New Warranty Obligor shall provide:

a. access to the online monitoring system;
b. generation data;
c. inverter performance data;
d. fault/alarm logs;
e. monthly performance reports where required; and
f. annual performance reports where required.

The Procuring Agency shall retain the right to independently verify reported performance.

11. OPERATION AND MAINTENANCE

Where O&M is included in the Contract, the Contractor shall undertake:

a. preventive maintenance;
b. corrective maintenance;
c. system inspection;
d. inverter inspection;
e. electrical connection inspection;
f. panel cleaning where specified;
g. monitoring;
h. fault diagnosis;
i. replacement of warranty-covered defective components; and
j. maintenance reporting.

12. RESPONSE AND RECTIFICATION TIME

Category	Maximum Response	Maximum Rectification
Complete system failure	24 hours	___ days

Inverter failure	24 hours	___ days
Critical electrical fault	24 hours	___ days
Individual panel failure	48 hours	___ days
Monitoring system failure	48 hours	___ days

Repeated failure to comply with these requirements may constitute contractual non-performance.

13. SPARE PARTS AND REPLACEMENT EQUIPMENT

The Contractor/New Warranty Obligor shall maintain reasonable arrangements for availability of spare parts required to honour warranty obligations.

Where an original component is discontinued, an equivalent or technically superior component shall be provided.

14. NO SUBSTITUTION WITHOUT APPROVAL

No major component may be substituted without prior written approval of the Procuring Agency.

Any substitute equipment shall be of equal or superior technical specification and shall not reduce the applicable warranty or performance obligations.

15. EQUIPMENT TRACEABILITY

The Contractor shall provide a complete inventory containing:

Sr. No.	Component	Manufacturer	Model	Serial No.	Capacity	Warranty
1	PV Module					25 Years
2	Inverter					10 Years
3	Structure					
4	Protection Equipment					

This inventory shall be maintained throughout the warranty period.

16. WARRANTY DOCUMENTATION

The Contractor shall provide original/verified copies of:

a. manufacturer warranty certificates;
b. product datasheets;
c. serial-number lists;
d. test certificates;
e. performance warranty certificates;
f. inverter warranty certificates;
g. commissioning certificate;
h. as-built drawings;
i. operation and maintenance manuals; and
j. manufacturer's authorized warranty undertaking.

17. DIRECT WARRANTY UNDERTAKING BY MANUFACTURER

Where the New Warranty Obligor is the manufacturer or authorized representative, it shall execute a separate **Manufacturer's Direct Warranty Undertaking** in the form attached as **Schedule-V**.

The undertaking shall expressly identify the Procuring Agency as the beneficiary of the warranty.

18. CONTRACTOR'S CONTINUING RESPONSIBILITY

Execution of this Deed shall not, by itself, release the Original Contractor from responsibilities under the original Contract except to the extent expressly novated and accepted by the Procuring Agency.

The Original Contractor shall continue to facilitate communication, technical support and enforcement of manufacturer warranties where required.

19. INSPECTION AND TESTING

The Procuring Agency may inspect the Solar PV System at any reasonable time during the warranty period.

Where there is reasonable doubt regarding performance or equipment quality, the Procuring Agency may arrange independent testing.

Where the test establishes a defect covered by warranty or contractual non-performance attributable to the Contractor/New Warranty Obligor, the responsible party shall bear the reasonable cost of such testing.

20. RECORDS AND AUDIT

The Contractor/New Warranty Obligor shall maintain relevant warranty, maintenance, replacement and performance records.

Such records shall be made available to the Procuring Agency and competent audit authorities as required by law.

21. CONTRACTUAL DEFAULT

The following shall constitute contractual default, subject to the terms of the original Contract:

a. failure to honour warranty obligations;
b. failure to replace defective panels;
c. failure to repair/replace defective inverters;
d. persistent failure to achieve guaranteed performance;
e. supply of counterfeit equipment;
f. supply of materially non-conforming equipment;
g. submission of false warranty certificates;
h. falsification of performance data;
i. abandonment of warranty obligations;
j. persistent failure to respond to warranty claims;
k. unauthorized substitution of equipment; and
l. any other material breach of the Contract.

22. NOTICE OF DEFAULT

Where the Procuring Agency considers that a contractual default has occurred, it shall issue a written notice specifying:

a. the alleged breach;
b. the relevant contractual provision;
c. facts/evidence supporting the allegation;
d. corrective action required; and
e. reasonable time for submission of explanation and/or rectification.

23. OPPORTUNITY TO CURE

The Contractor/New Warranty Obligor shall be afforded a reasonable opportunity to rectify a curable default, except where:

a. the breach is incapable of cure;
b. immediate action is necessary to protect public assets;
c. the Contract permits immediate termination/action; or
d. the matter involves suspected corrupt or fraudulent practice requiring action under the applicable law.

24. ARBITRATION / DISPUTE RESOLUTION

24.1
Any dispute arising out of or relating to this Deed shall initially be referred to the designated competent authority for amicable resolution.
24.2
Where the original Contract contains an arbitration clause covering the relevant breach, the Parties shall follow the contractual dispute-resolution/arbitration mechanism.
24.3
For the purposes of **Rule 19(1)(b) of the Public Procurement Rules, 2004**, where failure to perform contractual obligations or breach of contract is covered by the contractual arbitration/dispute settlement mechanism, the Procuring Agency shall exhaust the applicable arbitration forum before initiating blacklisting/debarment proceedings.
24.4
Nothing in this clause shall prevent the Procuring Agency from taking such action as may lawfully be available in respect of corrupt or fraudulent practices.

25. BLACKLISTING AND DEBARMENT
25.1
The Contractor acknowledges that failure to perform contractual obligations or breach of contract may result in blacklisting/debarment proceedings under **Rule 19 of the Public Procurement Rules, 2004**, subject to the applicable statutory procedure.
25.2
Where established contractual failure falls within Rule 19(1)(b), the Contractor may be blacklisted and cross-debarred from participation in the respective category of public procurement for a period **not exceeding three years**, subject to the law and applicable PPRA regulations.
25.3
Blacklisting/debarment shall **not be automatic merely because a warranty claim has been made or a defect has occurred**. The Procuring Agency shall establish the relevant contractual default in accordance with the Contract and applicable law.
25.4
The Procuring Agency shall follow the applicable PPRA mechanism, including notice, consideration of the Contractor's response, determination by the competent authority and issuance of a reasoned decision.
25.5
Where required by Rule 19(2), the decision shall be communicated to PPRA and the concerned bidder/Contractor, containing the grounds for such action.
25.6
The applicable **PPRA Regulations for Mechanism for Blacklisting and Debarment of Bidders or Contractors, 2024**, and any subsequent amendments applicable at the relevant time, shall be followed.
26. EFFECT OF BLACKLISTING/DEBARMENT
Blacklisting or debarment shall operate in accordance with Rule 19 and the applicable PPRA regulations.
It shall not, by itself, extinguish the Contractor's existing contractual obligations in ongoing contracts where the applicable law provides otherwise.
27. REVIEW PETITION
The Contractor shall have the right to avail the statutory remedy of review before PPRA in accordance with **Rule 19(3) of the Public Procurement Rules, 2004** and the applicable regulations.
The Procuring Agency shall inform the Contractor of the applicable statutory remedy in the blacklisting/debarment decision.

28. PERFORMANCE SECURITY

Where applicable under the original Contract, the Performance Guarantee/Security shall remain subject to the terms and conditions of the original Contract.

Invocation or release of Performance Security shall be dealt with independently from the long-term warranty obligations unless otherwise provided in the Contract.

29. WARRANTY SECURITY

Where required under the bidding documents, the Contractor shall furnish/maintain warranty security in the prescribed amount and form.

Such security shall remain enforceable for the period specified in the Contract.

30. INDEMNITY

The Contractor shall indemnify the Procuring Agency against losses, damages, costs, claims and liabilities arising from:

a. defective workmanship;
b. counterfeit or defective equipment;
c. breach of warranty obligations;
d. negligence or wilful misconduct;
e. breach of contract; or
f. violation of applicable law attributable to the Contractor.

31. INSURANCE

The Contractor shall maintain such insurance as required under the original Contract and applicable law.

Any insurance requirement shall not reduce or replace the warranty obligations contained in this Deed.

32. FORCE MAJEURE

Neither Party shall be liable for failure to perform an obligation to the extent caused by a Force Majeure Event as defined in the Contract.

The Party claiming Force Majeure shall promptly notify the other Party and take reasonable measures to mitigate its effects.

Force Majeure shall not automatically excuse obligations which are expressly required to survive under the Contract.

33. COMPLIANCE WITH LAW

The Parties shall comply with all applicable laws, rules, regulations, standards and directions of competent authorities, including where applicable:

a. Public Procurement Rules, 2004;
b. PPRA Regulations;
c. applicable engineering standards;
d. electrical safety requirements;
e. applicable grid/interconnection requirements;
f. environmental requirements;
g. taxation laws; and
h. other applicable Government of Pakistan requirements.

34. ANTI-CORRUPTION AND INTEGRITY

The Contractor and New Warranty Obligor shall not engage in corrupt, fraudulent, collusive, coercive or obstructive practices in relation to the Contract or this Deed.

Any established corrupt or fraudulent practice shall attract the consequences prescribed under the applicable procurement law and regulations.

35. ASSIGNMENT

Neither the Original Contractor nor the New Warranty Obligor shall assign or transfer its obligations under this Deed without prior written approval of the Procuring Agency, except for an assignment expressly contemplated and approved through this Deed.

36. SUCCESSORS AND ASSIGNS

The warranty obligations shall bind the successors and permitted assigns of the relevant Party.

The Contractor/New Warranty Obligor shall ensure that any corporate restructuring, merger, acquisition or transfer does not prejudice the warranty rights of the Procuring Agency.

37. SURVIVAL OF WARRANTY OBLIGATIONS

The warranty obligations contained in this Deed shall survive:

a. completion of installation;
b. commissioning;
c. taking over of the Solar PV System;
d. final payment;
e. release of Performance Security; and
f. expiry or termination of the original Contract,

to the extent that the relevant warranty period has not expired.

38. NO WAIVER

Failure or delay by the Procuring Agency in exercising any right shall not constitute a waiver of that right.

Acceptance of defective equipment or payment of an invoice shall not constitute waiver of warranty rights.

39. AMENDMENT

No amendment, modification or waiver of this Deed shall be effective unless made in writing and approved by the competent authority in accordance with applicable rules and procedures.

40. ENTIRE AGREEMENT

This Deed, together with the original Contract, bidding documents, accepted bid, technical specifications, warranty certificates and schedules attached hereto, constitutes the complete understanding of the Parties regarding the warranty obligations covered by this Deed.

In case of inconsistency, the order of precedence specified in the original Contract shall apply, except that no provision shall be interpreted to reduce the minimum **25-year panel warranty or 10-year inverter warranty** expressly guaranteed herein.

41. SEVERABILITY

If any provision of this Deed is declared invalid or unenforceable, the remaining provisions shall continue to remain effective to the extent permitted by law.

42. GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of the **Islamic Republic of Pakistan**.

43. NOTICES

All notices under this Deed shall be made in writing and delivered to the addresses specified below:

Procuring Agency

Address: ______________________________

Telephone: ____________________________

Email: _______________________________

Original Contractor

Address: ________________________________

Telephone: ______________________________

Email: _________________________________

New Warranty Obligor

Address: ________________________________

Telephone: ______________________________

Email: _________________________________

44. EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Deed of Warranty Novation on the date first written above.

FOR AND ON BEHALF OF THE PROCURING AGENCY

Name: ________________________________
Designation: __________________________
CNIC: ________________________________
Signature: ____________________________
Official Seal: _________________________
Date: ________________________________

FOR AND ON BEHALF OF THE ORIGINAL CONTRACTOR/EPC CONTRACTOR

Name: ________________________________
Designation: __________________________
Company: _____________________________
CNIC: ________________________________
Signature: ____________________________
Company Seal: _________________________
Date: ________________________________

FOR AND ON BEHALF OF THE NEW WARRANTY OBLIGOR

Name: ________________________________
Designation: __________________________
Company/Manufacturer: _______________
CNIC: ________________________________
Signature: ____________________________
Company Seal: _________________________
Date: ________________________________

WITNESS NO. 1

Name: ________________________________
CNIC: ________________________________
Designation: __________________________
Address: _____________________________
Signature: ____________________________

WITNESS NO. 2

Name: ________________________________
CNIC: ________________________________
Designation: __________________________

Address: ______________________________
Signature: _____________________________

SCHEDULE-I
SOLAR PV MODULE/PANEL WARRANTY

Manufacturer: ___________________________
Module Model: ___________________________
Module Capacity: _______________________
Quantity: ________________________________
Total Installed Capacity: _______________
Minimum Guaranteed Performance

Year	Minimum Guaranteed Output
Initial	___ %
Year 1	___ %
Year 5	___ %
Year 10	___ %
Year 15	___ %
Year 20	___ %
Year 25	___ %

The manufacturer's applicable performance warranty certificate shall be attached to this Schedule.

SCHEDULE-II
SOLAR INVERTER WARRANTY

Manufacturer: ___________________________
Model: __________________________________
Rated Capacity: _________________________
Quantity: _______________________________
Serial Numbers: __________________________
Warranty: Minimum 10 Years

The warranty shall cover repair/replacement of defective inverter equipment in accordance with this Deed and the manufacturer's warranty conditions.

SCHEDULE-III
SYSTEM PERFORMANCE GUARANTEE

Parameter	Guaranteed Value
Installed DC Capacity	______ kWp
Installed AC Capacity	______ kW
Annual Energy Generation	______ kWh
Performance Ratio	______ %
System Availability	______ %
Inverter Efficiency	______ %
Maximum Permissible Module Degradation	______ %

The methodology for measuring performance shall be specified in the Technical Specifications/Contract.

SCHEDULE-IV
WARRANTY CLAIM AND ESCALATION MATRIX

Event	**Responsible Party**	**Response Time**	**Rectification Time**
Panel defect	Contractor/Manufacturer	48 hours	___ days
Inverter failure	Contractor/Manufacturer	24 hours	___ days
Complete system failure	Contractor	24 hours	___ days
Monitoring failure	Contractor	48 hours	___ days
Performance shortfall	Contractor	___ days	___ days

SCHEDULE-V
MANUFACTURER'S DIRECT WARRANTY UNDERTAKING

We, **M/s** ___________________________, being the manufacturer/authorized representative of the Solar PV Modules/Inverters supplied for __________________ **Cantonment Board**, hereby irrevocably undertake in favour of the Procuring Agency that:

1. the equipment supplied is genuine, new and unused;
2. the Solar PV Modules/Panels shall carry a minimum **25-year performance warranty**;
3. the Solar Inverters shall carry a minimum **10-year warranty**;
4. all valid warranty claims shall be honoured during the applicable warranty period;
5. defective equipment shall be repaired or replaced in accordance with the Deed;
6. replacement equipment shall be of equal or better technical specification;
7. the warranty shall remain enforceable notwithstanding completion or final payment of the original Contract; and
8. we shall not unreasonably refuse or delay a valid warranty claim.

For and on behalf of Manufacturer/Authorized Warranty Obligor

Name: ________________________________

Designation: _________________________

Company: _____________________________

Signature: ____________________________

Seal: ________________________________

Date: ________________________________

SCHEDULE-VI
DOCUMENTS TO FORM PART OF THE DEED

The following shall be attached and form an integral part of this Deed:

1. Copy of Original Contract;
2. Letter of Acceptance/Award;
3. Accepted Technical Bid;
4. Technical Specifications;
5. Bill of Quantities;
6. Commissioning Certificate;
7. Taking-Over Certificate;
8. Solar PV Module Warranty Certificate;
9. Solar PV Module Performance Warranty;
10. Inverter Warranty Certificate;
11. Manufacturer's Authorization Certificate;
12. Complete equipment serial-number list;
13. Performance Guarantee;
14. O&M obligations;
15. Approved drawings/as-built drawings;
16. Testing and commissioning reports;
17. Performance testing report; and
18. Any other document specifically incorporated into the Contract.

SCHEDULE-VII
CONTRACTUAL DEFAULT AND REGULATORY ENFORCEMENT MATRIX

Default	First Remedy	Further Remedy	Possible PPRA Action
Failure to honour panel warranty	Notice + replacement	Recovery/contractual remedies	Rule 19 proceedings where established as contractual failure
Failure to honour inverter warranty	Notice + repair/replacement	Recovery/contractual remedies	Rule 19 proceedings where applicable
Persistent performance shortfall	Performance notice	Corrective action/contractual remedies	Rule 19 proceedings where established
Counterfeit equipment	Immediate contractual action	Termination/recovery	Possible corrupt/fraudulent practice proceedings
False warranty certificate	Show-cause	Termination/recovery	Appropriate PPRA proceedings
Abandonment	Default notice	Termination/recovery	Rule 19 proceedings
Persistent contractual breach	Notice/cure	Arbitration/other contractual remedy	Rule 19(1)(b), subject to statutory procedure
Bid securing declaration breach	Statutory/contractual action	As prescribed	Rule 19(1)(c)

Important: The above matrix does not create an automatic blacklisting penalty. Any blacklisting/debarment shall be adopted only under the applicable PPRA Rule 19(2) regulatory enforcement after following the prescribed procedure.

SCHEDULE-VIII
PROCEDURE FOR BLACKLISTING / DEBARMENT

Where the facts establish a case falling within Rule 19 of the Public Procurement Rules, 2004, the Procuring Agency shall:

1. document the alleged breach/default;
2. identify the relevant contractual provision;
3. collect supporting evidence;
4. issue a detailed show-cause notice;
5. provide the Contractor an opportunity to respond;
6. examine the response and evidence;
7. determine the contractual liability through the applicable contractual mechanism;
8. where applicable, exhaust the arbitration/dispute-resolution forum required by Rule 19(1)(b);
9. place the complete case before the competent authority;
10. pass a reasoned decision;
11. communicate the decision to the Contractor;
12. communicate the decision and grounds to PPRA as required under Rule 19(2);
13. comply with the applicable PPRA Regulations for Mechanism for Blacklisting and Debarment; and
14. inform the Contractor of the statutory right of review under Rule 19(3).

The maximum period of blacklisting/debarment shall remain subject to the limits prescribed by Rule 19 and the applicable PPRA regulations.

SCHEDULE-IX
CONTACT DETAILS FOR WARRANTY SUPPORT

Primary Contractor Contact

Name: ________________________________

Designation: _________________________

Mobile: _______________________________

Email: ________________________________

Manufacturer Contact

Name: ________________________________

Designation: _________________________

Mobile: _______________________________

Email: ________________________________

Emergency/24-Hour Support

Telephone: ____________________________

Email: ________________________________

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

The words and expressions defined below shall have the meanings assigned to them in this Contract except where the context requires otherwise.

The Contract

1.1.1 "**Contract**" means the Contract Agreement and the other documents listed therein to be executed between the Employer and the Contractor for the execution of the project as advertised.

1.1.2 "**Specifications**" means the minimum specifications of the equipment and allied materials/accessories of the Solar PV System as set out in the Bidding Documents.

1.1.3 "**Project Design**" means the design of the Solar PV System, got prepared by the Employer through feasibility study based on the specifications of the offered equipment and allied materials/accessories.

Persons

1.1.4 "**Employer**" means the Cantonment Board Malir or an officer nominated by it.

1.1.5 "**Contractor**" means the person named in the Contract Data whose bid has been accepted by the Employer and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.

1.1.6 "**Party**" means either the Employer or the Contractor, Dates, Times and Periods

1.1.7 "**Commencement Date**" means the date as mentioned in the Contract Data.

1.1.8 "**Day**" means a calendar day.

1.1.9 "**Time for Completion**" means the time for completion of the Works as stated in the Contract Data (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 "**Cost**" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges.

Other Definitions

1.1.11 "**Contractor's Equipment**" means all machinery, apparatus and other things required for the execution of the Works but does not include Materials or System intended to form part of the Works.

1.1.12 "**Country**" means the **Islamic Republic of Pakistan**.

1.1.13 "**Employer's Risks**" means those matters listed in Sub-Clause 6.1.

1.1.14 "**Force Majeure**" means an event or situation beyond the control of a Party which is not foreseeable, is unavoidable and its origin is not due to negligence or care on the part of such Party. Such events, subject to the conditions stated in the preceding sentence, may include, but not be limited to, wars or revolutions, floods, epidemics, quarantine restrictions, and freight embargoes.

1.1.15 "**Materials**" means things of all kinds (other than the System) to be supplied and incorporated in the Works by the Contractor.

1.1.16 "**System**" means the machinery and apparatus intended to form or forming part of the Works.

1.1.17 "**Site**" means the place mentioned in the Contract Data where the Works are to be executed, and any other place(s) specified in the Contract as forming part of the Site.

1.1.18 "**Variation**" means a change which is instructed by the Employer under Sub-Clause 10.1.

1.1.19 "**Works**" means any or all the works including design, supply, installation, construction, testing and commissioning and maintenance of the System to be performed by the Contractor. Including temporary works and any variation thereof as per scope of work given in the Tender Documents.

1.1.20 "The Engineer" means a Cantonment Board Engineer or any officially designated technical representative of the Board to act as Engineer for the purpose of the Contract, execution of this Contract, implementation of the project visualized in this Contract, inspection of the equipment and materials provided by the Contractor, and verification of the installed System.

1.1.21 "Engineer's Representative" means a person appointed from time to time by the Engineer.

1.1.22 "Letter of Acceptance" means the formal acceptance by the Employer of the Tender.

1.1.23 "Tender" means the Contractor's priced offer to the Employer for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Letter of Acceptance.

1.2 Interpretation

Words importing persons or parties shall include firms and organizations. Words importing the singular or one gender shall include the plural or the other gender where the context requires.

1.3 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the priority of the documents shall be in accordance with the order as listed in the General Provisions of the Conditions of Contract.

1.4 Law

The rights and obligations of the Parties under the Contract shall be governed by the laws of the Islamic Republic of Pakistan.

1.5 Communications

All communications related to the Contract shall be in the English language.

1.6 Statutory Obligations

The Contractor shall comply with the laws of the Islamic Republic of Pakistan and shall give all notices and pay all fees and other charges in respect of the Works.

2. The Employer

2.1 Provision of Site

The Employer shall provide the Site and right of access thereto at the times stated in the Contract Data.

2.2 Permits, etc.

The Contractor shall be exclusively responsible to apply for and obtain any license from **NEPRA / K-Electric** or any other department or agency, if applicable. The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3 Employer's Instructions

The Contractor shall comply with all instructions given by the Employer in respect of the Works, including the suspension of all or part of the Works.

2.4 Approvals

No approval, consent, or absence of comment by the Employer shall affect the Contractor's obligations required under the Contract.

3. Employer's Representatives

The Employer shall appoint, with a precise scope of authority, and notify in writing, a duly authorized person to act for him and on his behalf for the purposes of this Contract. The details and precise scope of the authority of such authorized person shall be notified in writing to the Contractor immediately after the signing of the Contract.

4. The Contractor

4.1 General Obligations

The Contractor shall carry out the Works as per the highest standards of workmanship in the solar industry and in accordance with the terms and conditions of the Contract. The Contractor shall provide all supervision, labour, materials, plant and Contractor's equipment which may be required for the execution of the Works and shall also arrange all permits and licenses at his own cost, required for installation, commissioning and operation of the System.
For avoidance of doubt, the Contractor shall arrange bi-directional meter for the System and bear all related costs.

4.2 Contractor's Representative

The Contractor shall appoint a representative at site on full time basis to supervise the execution of Works and to receive instructions on behalf of the Contractor but only after obtaining the consent of the Employer for such appointment which consent shall not be unreasonably withheld by the Employer. Such authorized representative may be replaced by the Contractor at any time during the Contract Period but only after obtaining the consent of the Employer as aforesaid.

4.3 Subcontracting / Assignment

The Contractor shall not assign, transfer, or subcontract any portion of the Works without prior express written consent of the Cantonment Executive Officer, CB Malir. Unauthorized subcontracting shall lead to immediate contract termination and forfeiture of Performance Security.

4.4 Performance Security

a) The Contractor shall furnish to the Employer within fourteen (14) working days after receipt of Letter of Acceptance a Performance Security, in the form of irrevocable and unconditional Bank Guarantee equivalent to **10% of the project value** from any Scheduled Bank of Pakistan OR an insurance company having at least AA rating from PACRA/JCR acceptable to the Employer.

b) Such Performance Security shall be liable to release on issuance of Taking Over Certificate and will be returned after submission of subsequent Performance Bond.

4.5 Labour

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding, transport.

4.6 Water and Electricity

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the provision of Water supply and Electricity. This is to mention that in case water and electricity is provided by Employer, these will be charged to the Contractor on actual basis and will be recovered in IPCs.

4.7 Third Party Validation

The Contractor will arrange a third-party inspection. Third Party Validation (within Pakistan) shall be witnessed by two officers of the Employer or by renowned firm as approved by the Engineer. All costs in connection with nominated Third Party representatives visit/inspection shall be borne by the Contractor. These shall include the costs of travel from within Pakistan to place of inspection and back, including boarding/lodging, inland transportation and daily allowance for each person of third-party Validation as desired by the Engineer.

5. DESIGN OF THE PROJECT

5.1 Responsibility for Design

Notwithstanding that the design of the project is prepared by the Consultant and approved by the Employer; the Contractor shall solely remain responsible for executing it in such a manner that it shall not only be in strict conformity with the Employer Specifications but also be fit for intended purposes defined in the Contract. In addition, the Contractor shall also be solely responsible for any infringement of any patent or copyright in respect of such design.

5.2 Drawings

At the completion of the Works under the Contract, the Contractor shall furnish to the Engineer **three (3) copies and one reproducible copy** of all drawings amended to conform with the Works as built. The price of such drawings shall be deemed to be included in the Contract Price.

5.3 Net Minimum Guaranteed Generation (NMGG)

The Contractor shall be responsible for achieving the **Net Minimum Guaranteed Generation (NMGG)**. For any shortfall, if any, for one year corresponding to the offer, the compensation shall be recovered from the Contractor's Security/Final Bill. The Contractor has to maintain the Solar Plant equipment(s), including repair, replacement, overhauling, etc., to achieve the offered NMGG per year.

5.3.1 Performance Testing

Upon completion of installation of the Works, the Contractor shall conduct all necessary Pre-commissioning tests, Grid synchronization tests, and Performance tests in accordance with the Specifications and internationally recognized standards applicable to Solar Photovoltaic Systems. The performance tests shall verify compliance with the Net Minimum Guaranteed Generation (NMGG), such as an annual average minimum generation of 4.0 kWh (or above) per kW per day, together with the other technical parameters specified in the Contract.

5.3.2 Failure to Achieve Guaranteed Performance

If the System fails to achieve the guaranteed performance levels, the Contractor shall, at its own cost and without delay, rectify the deficiencies and conduct retesting within 30 days. The contractor will add additional system to complement the deficiency without any financial liability on the Cantonment Board Malir, Taking Over of the Works shall not occur unless and until successful completion of the prescribed performance tests has been achieved.

In the event of persistent failure attributable to the Contractor, the **Cantonment Board Malir** shall be entitled to recover compensation or adjust payments in accordance with the Contract, including recourse to the Performance Security as aforementioned in the Warranty and Defect Liability clause. The Cantonment Board shall also be legally entitled to calculate the financial shortfall and recover equivalent compensation directly from the **Contractor's Final Bill or Retention Money**.

5.4 Warranty Period

The Contractor shall ensure that all materials, equipment and workmanship are new, free from defects, and in strict conformity to the Contract/Tender documents. The **Defect Liability Period** shall be **two (2) years** from the issuance of the **Taking Over Certificate**.

The Contractor shall promptly remedy, at its own cost, any defect notified during this period.

Manufacturer warranties for photovoltaic modules, inverters and other components shall be provided as specified in the Tender Documents and shall not derogate from the Contractor’s overall responsibility.

The **Retention Money** under Clause **11.3** has the following distributions to guarantee an amount that will be retained till completion of such warranties:

- **Percentage of Retention Money:** 10% of the amount of each Interim Payment Certificate (IPC).

- **Limit of Retention Money:** Minimum Limit of Retention Money is 5% that is against final payment.

The Warranty to safeguard the system are as follows:

- **25 Years Performance Warranty** for PV Panels.
- **10 Years Manufacturer's Warranty** for Inverters & BESS.
- **05 Years Warranty** for other materials and installation.
- **Minimum One-Year O&M**, (Where, all the Water and cleaning responsibility will rest with contractor).

The retention money shall be released after the completion of two years Defect Liability Period.

6. EMPLOYER'S RISKS

6.1 The Employer's Risks.

The Employer's Risks are:

a. Politically motivated riot, commotion or disorder by persons other than the Contractor's personnel and other employees including the personnel and employees of Sub-Contractors, directly affecting the Site and / or the Works:
b. Use or occupation by the Employer of any part of the Works, except as may be specified in the Contract;
c. Late handing over of Site,
d. A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure; and
e. Physical obstructions or physical conditions other than climatic conditions, encountered or the Site during the performance of the Works, for which the Contractor immediately notified to the Employer and accepted by the Employer

6.2 Loss or Damage due to Employer's Risks

In the event of any such loss or damage happening from any of the risks defined in Sub-Clause 6.1 or force majeure, or in combination with other risks, the Contractor shall, if and to the extent required by the Employer, rectify the loss or damage and the Employer shall determine an addition to the Contract Price in accordance with Clause 10 and shall notify the Contractor accordingly. In the case of a combination of risks,
Causing loss or damage any such determination shall take into account the proportional responsibility of the Contractor and the Employer.

7. TIME FOR COMPLETION

7.1 Execution of the Works

The Contractor shall commence the Works on the **Commencement Date** and shall proceed expeditiously and without delay and shall complete the works, subject to Sub-Clause 7.3 below, within the Time for Completion as stated in the Contract Data.

7.2 Programme

Within the time stated in the Contract Data, the Contractor shall submit to the Employer a detailed program for the Works incorporating the dates, which program shall be in-line with the Proposed Construction Schedule submitted along with the Bid.

7.3 Extension of Time

The Contractor shall, within such time as may be reasonable under the circumstances, notify the Employer of any event(s) falling within the scope of Sub-Clause 6.1 or 10.3 of these Conditions of Contract and request the Employer for a reasonable extension in the time for the completion of Works Subject to the aforesaid, the Employer shall determine such reasonable extension in the time for the completion of Works as may be justified in the light of the details/particulars supplied by the Contractor in connection with the such determination by the Employer within such period as may be prescribed by the Employer for the same; and the Employer shall extend the Time for Completion as determined.

7.4 Late Completion

If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Contract Data for each day for which he fails to complete the Works.

8. TAKING OVER

8.1 Notice of Completion by the Contractor.

The Contractor shall notify in writing to the Employer when he considers that the Works are complete in all aspects.

8.2 Taking-Over Notice

Within fifty (50) days of receipt of notice of completion from the Contractor, the Engineer shall determine the conformity of the installed System with the approved Contractor Design and notify the Contractor through Employer that the Works are complete in accordance with the Contract. The Employer shall take over the Works upon the issue of this notice and issue Taking Over Certificate to the Contractor. Alternatively, the Contractor shall be notified that the Works are not ready for taking over, stating the reasons accordingly. The Contractor shall then promptly complete any outstanding work and, subject to Clause 9, clear the site.

8.3 Defect Liability Period

Defect Liability Period shall be as stated in the Contract Data.

9. REMEDYING DEFECTS

9.1 REMEDYING DEFECTS

The Employer may at any time prior to the expiry of the period stated in the Contract Data, notify the Contractor of any defects. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor Design, Materials, System or workmanship not in accordance with the Contract.

The Cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any such defects or complete outstanding work within a reasonable time shall entitle the Employer to carry out all necessary works at the Contractor's cost.

9.2 Uncovering and Testing

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of an uncovering and/or testing it is established that the Contractor Design, Materials, System or workmanship are in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

9.3 The Contractor at his own responsibility shall arrange all hoisting and fixing equipment necessary for the satisfactory completion of work and shall make any damage to the existing surface

10. VARIATIONS AND CLAIMS

10.1 Right to Vary

The Employer may instruct Variations.

10.2 Valuation of Variations

Variations shall be valued at a lump sum price mutually agreed between the Parties.

10.3 Valuation of Claims

If the Contractor incurs Cost as result of any of the Employer's Rish, the Contractor shall be entitled to the amount of such Cost. If as a result of any employer's Risk, it is necessary to change the Works, this shall be dealt with as a variation subject to Contractor's notification for intention of claim to the Employer within fourteen (14) days of the occurrence of cause.

10.4 Variation and Claims Procedure

The contractor shall submit to the employer an itemized make-up of the value of Variations and claims within twenty-one (21) days of the instruction or of the even giving rise to the claim. The Employer shall check and if possible, agree the value. In the absence of agreement on the claim, the Employer shall determine the value.

11. CONTRACT PRICE AND PAYMENT TERMS

11.1 Contract Price

The Contract price shall be as provided in the Acceptance Letter.

11.2 Payment Terms and Statements;

Subject to the terms and conditions of the Contract, the Contractor shall be entitled to be paid the Contract Price at such intervals as given in the Contract data.

11.3 Retention Money

The Engineer shall, within fifteen (15) days of receiving such statement, deliver to the Employer an **Interim Payment Certificate** stating the amount of payment to the Contractor which the Engineer considers due and payable in respect of such statement, subject:

(a) firstly, to the retention of the amount calculated by applying the **Percentage of Retention** to the amount to which the Contractor is entitled;

(b) secondly, to the deduction of any sums which may have become due and payable by the Contractor to the Employer.

Provided that the Engineer shall not be bound to certify any payment under this Sub-Clause if the net amount thereof, after all retentions and deductions, would be less than the **Minimum Amount of Interim Payment Certificates**.

Notwithstanding the terms of this Clause or any other Clause of the Contract, no amount will be certified by the Engineer for payment until the **Performance Security**, if required under the Contract, has been provided by the Contractor and approved by the Employer.

12. DEFAULT

12.1 Default by Contractor

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer, or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, the Employer may give notice referring to this Sub-Clause and stating the default. If the Contractor has not taken all practicable steps to remedy the default within **seven (7) days** after receipt of the Employer's notice, the Employer may, by a second notice given within a further **fourteen (14) days**, terminate the Contract. The Contractor shall then immediately demobilize from the Site, leaving behind any and all Contractor's Equipment which the Employer instructs, in the second notice, to be used for the completion of the Works at the risk and cost of the Contractor.

12.2 Default by Employer

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default.

If the default is not remedied within **twenty-eight (28) days** after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

12.3 Insolvency

If a Party is declared insolvent under any applicable law, the other Party may, by notice, terminate the Contract, which shall become effective **fourteen (14) days** after receipt of the notice by the other Party. The Contractor shall then immediately demobilize from the Site, leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice to be used for the completion of the Works.

12.4 Payment upon Termination After Termination

The Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and System reasonably delivered to the Site, adjusted by the following:

(a) Any sums to which the Contractor is entitled under **Sub-Clause 10.4**;

(b) Any sums to which the Employer is entitled;

(c) If the Employer has terminated under **Sub-Clause 12.1 or 12.3**, the Employer shall be entitled to a sum equivalent to **twenty percent (20%)** of the value of parts of the Works **not executed** at the date of the termination; and

(d) If the Contractor has terminated under **Sub-Clause 12.2 or 12.3**, the Contractor shall be entitled to the cost of his demobilization together with a sum equivalent to **ten percent (10%)** of the value of parts of the Works executed at the date of termination. The net balance due shall be paid or repaid within **fifteen to thirty (15 to 30) days** of the notice of termination.

(e) A material default by the Contractor shall entitle the **CB** to initiate formal departmental and **blacklisting proceedings** in strict accordance with the **Federal PPRA Rules**.

13. RISKS AND RESPONSIBILITIES

13.1 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works from the **Commencement Date** until the date of the Employer's issuance of the **Certificate of Completion** under Sub-Clause **8.2**. Responsibility shall then pass to the Employer.
If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of any of the **Employer's Risks**, the Contractor shall indemnify the Employer, or his agents, against all claims, loss, damage and expense arising out of the Works.

13.2 Force Majeure

If **Force Majeure** occurs, the Contractor shall notify the Employer immediately. If necessary, the Contractor may suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the Contractor's Equipment.

If the event continues for a period of **ninety (90) days**, either Party may then give notice of termination, which shall take effect **thirty (30) days** after the giving of the notice.

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and System reasonably delivered to the Site, adjusted by the following:

(a) Any sums to which the Contractor is entitled under **Sub-Clause 10.4**, including the cost of his demobilization; and

(b) Less any sums to which the Employer is entitled.

(c) The net balance due shall be paid or repaid within **thirty-five (35) days** of the notice of termination.

14. INDEMNITY

The Contractor shall indemnify, defend and hold harmless the Party No. 1 CANTONMENT BOARD MALIR, its officers, employees and representatives from and against all claims, demands, actions, damages, losses, liabilities, costs and expenses arising out of or in connection with the execution of the Works, including but not limited to claims for bodily injury, death, property damage, environmental harm, or infringement of intellectual property rights, to the extent that such claims arise from the acts, omissions, negligence or breach of the Party No. 2 Contractor, its employees, agents or sub-Party No. 2 Contractors. This indemnity shall survive completion, termination or expiry of the Contract, provided that the Party No. 2 Contractor shall not be liable to the extent that such damage or loss is caused by the gross negligence or wilful misconduct of the CANTONMENT BOARD MALIR.

15. RESOLUTION OF DISPUTES

15.1 Employer's Decision

If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with the Works, the matter in dispute shall, in the first place, be referred in writing to the Employer. Such reference shall state that it is made pursuant to this Clause. No later than thirty (30) days after the day on which he received such reference, the Employer shall give notice of his decision to the Contractor.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Works with all due diligence, and the Contractor shall give effect forthwith to every such decision of the Employer unless and until the same shall be revised, as hereinafter provided in an arbitral award.

15.2 Notice of Dissatisfaction

If the Contractor is dissatisfied with the decision of the Employer or if no decision is given within the time set out in Sub-Clause 15.1 hereof above, the Contractor may give notice of dissatisfaction referring to this Clause 15.1 hereof, to the Contractor, within fourteen (14) days of receipt of the decision or the expiry of the time for the decision.

If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Contractor. If notice of dissatisfaction is given within the specified time, the decision shall still be binding on the Contractor who shall give effect to it without delay unless and until the decision of the Employer is revised by an arbitrator.

15.3 Arbitration

A dispute which has been the subject of a notice of dissatisfaction shall be referred to DML&C Karachi Region for arbitration.

16. Integrity Pact and Anti-Corruption

The Contractor represents and warrants that it has not engaged in and shall not engage in any corrupt, fraudulent, collusive, coercive or obstructive practice in connection with the procurement or execution of this Contract. The Party No. 2 Contractor shall comply strictly with all applicable anti-corruption and transparency laws of the Islamic Republic of Pakistan and with the Integrity Pact executed in connection with this procurement.

Any breach of this undertaking shall constitute a fundamental breach of the Contract and shall entitle the CANTONMENT BOARD MALIR to, without prejudice to any other rights or remedies, terminate the Contract, forfeit the Performance Security, recover damages, and initiate debarment proceedings in accordance with applicable procurement rules.

16.b. ENTIRE AGREEMENT AND NON-MODIFICATION

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, and communications.

No amendment or modification shall be valid unless made in writing and signed by duly authorized representatives of both Parties. The Party No. 2 Contractor expressly acknowledges that execution of this Agreement amounts to unconditional acceptance of all Tender terms and that no claim inconsistent with the Contract Documents shall be maintainable.

16.1 If the Contractor, or any of his Sub-Contractors, agents or servants, is found to have violated or involved in violation of the Integrity Pact signed by the Contractor as Appendix-D to his Bid, then the Employer shall be entitled to:

(a) Recover from the Contractor an amount equivalent to ten (10) times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Contractor or any of his Sub-Contractors, agents or servants;
(b) Terminate the Contract; and
(c) Recover from the Contractor any loss or damage to the Employer as a result of such termination or of any other corrupt business practices of the Contractor or any of his Sub-Contractors, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Contractor shall immediately demobilize from the Site leaving behind Contractor's Equipment which the Employer instructs, in the termination notice, to be used for the completion of the Works at the risk and cost of the Contractor. Payment upon such termination shall be made under Sub-Clause 12.4, in accordance with Sub-Para (c) thereof, after having deducted the amounts due to the Employer under Sub-Para (a) and (c) of this Sub-Clause.

17. Priority of Contract Documents

The priority list of contractual documents shall be as follows:

(a) Contract Agreement.
(b) Letter of Acceptance.
(c) Specifications.
(d) Contract Data.
(e) Conditions of Contract.
(f) Letters Technical Bid and Financial Bid.
(g) Bill of Quantities.
(h) The Appendices to Bid.

18. ADVANCE PAYMENT / MOBILIZATION ADVANCE

Where provided in the Contract Data, the Employer / CANTONMENT BOARD MALIR may grant an advance payment not exceeding the percentage specified therein. The Contractor shall, prior to receipt of such advance, furnish an unconditional and irrevocable Advance Payment Bank Guarantee in an equivalent amount, in a form acceptable to the CANTONMENT BOARD MALIR. The advance shall be recovered by proportional deductions from Interim Payment Certificates in accordance with the Contract Data. No advance payment shall be released unless and until the required guarantee has been duly submitted and accepted.

The advance payment will be deducted from the Contractor in equal installments in each IPC.

(a) An interest-free Mobilization Advance up to 15% of the Contract Price stated in the Letter of Acceptance shall be paid by the Employer to the Contractor upon submission by the Contractor of a Mobilization Advance Guarantee/Bond for the full amount of the Advance in the specified form from a Scheduled Bank in Pakistan.

This Advance shall be recovered in equal installments from the subsequent Interim Payment Certificates (IPCs).

19. Taxation

All prevailing Federal, Provincial and Local Government Taxes (Income Tax, Sales Tax/PRA, and Cantonment Cesses) shall be withheld at source from each IPC and the Final Bill.

20. Procurement Supremacy

In the event of a conflict between this Contract and the Federal PPRA Rules, 2004 or the Cantonment Act, the statutory laws of Pakistan shall take absolute precedence.

21. Site Safety & Indemnity

The Contractor is solely liable for site safety. Any structural damage, injury, or death to labour/third parties shall be the civil/criminal liability of the Contractor, and CB stands completely indemnified.

Section XI – Special Conditions of Contract

Parent GCC Clause Reference	MEGA PROJECT DATA INPUT (578 kW / Malir Cantonment Board)
GCC Sub-Clause 1.1 *(The Employer)*	HQ Military Lands & Cantonments (ML&C), Ministry of Defence, acting under framework Rule 45A of PPRA Rules 2004 on behalf of the Malir Cantonment Board.
GCC Sub-Clause 1.2 *(The Works Scope)*	Design, procurement, installation, testing, commissioning, and validation of a utility-scale 578 kW Hybrid Solar PV System with 912 kWh heavy BESS. Contractor shall be responsible for complete NEPRA / K-Electric licensing, including of grid-impact studies and approvals within 2 months of project.
GCC Sub-Clause 1.3 *(Site Boundaries)*	Malir Cantonment: Confined to the Board Office, Hospital, Cantonment Club, and Rest House.
GCC Sub-Clause 1.5 *(Priority of Documents)*	If any ambiguity, divergence, or legal conflict is discovered between the component documents of this Contract, the following strict order of precedence shall govern and control the execution: 1. Contract Agreement 2. Letter of Acceptance 3. Letter of Bid 4. Section IX: SCC 5. Section VIII: GCC 6. Technical Specs 7. BOQ 8. The Drawings (if any) and verified site layouts.
GCC Sub-Clause 3.1 *(The Engineer)*	The Engineer/s is appointed by HQ ML&C to monitor multi-site engineering quality, verify physical deliveries, and certify progressive billing statements.
GCC Sub-Clause 4.1 *(Turnkey Sizing & Liability)*	Single-Point Turnkey Engineering Liability: The Contractor assumes total liability for advanced PVsyst / Helioscope system design and 912 kWh BESS utility integration interfaces.
GCC Sub-Clause 4.2 *(Performance Security)*	10% of the total Accepted Contract Price submitted as a Bank Guarantee or an AA-rated insurance bond.
GCC Sub-Clause 4.2.1 *(Bid Validity Window)*	Locked at a fixed period of 180 calendar days from the technical proposal opening date on e-PADS.
GCC Sub-Clause 5.1 *(Technical Licensing)*	PEC Firm Registration in Category C-3 or above with explicit EE-11 (i, ii, iii & vi) and AEDB Certification.
GCC Sub-Clause 5.2 *(Consortium Limits)*	Joint Venture formations are strictly limited to a maximum of two (02) partner firms (Joint & Several Liability).

GCC Sub-Clause 6.2 *(Wind Endurance)*	Ground and elevated structures must carry certified professional engineer stamps for wind resistance ≥ 160 km/h.
GCC Sub-Clause 7.1 *(Equipment Warranties)*	Panels: 25-yr performance. Inverters: 10-yr operational. BESS: 10-yr OEM (min. 6000 cycles at 80% DoD). Requires a Deed of Warranty Novation.
GCC Sub-Clause 8.1 *(Time for Completion)*	Complete utility-scale CB Malir installation footprint must be operational within 90 calendar days.
GCC Sub-Clause 8.8 *(Liquidated Damages)*	Calculated systematically at 0.1% of the contract price per day, up to a maximum cap of 10%.
GCC Sub-Clause 9.1 *(Handover Thresholds)*	Handover requires a continuous 72-hour trial run, grounding checks, and a verified systemic Performance Ratio (PR) ≥ 75%.
GCC Sub-Clause 11.1 *(Defects Notification Period)*	Comprehensive asset maintenance and utility-repair window fixed at 730 calendar days (2 Years).
GCC Sub-Clause 13.7 *(Price Adjustment)*	Price Adjustments shall NOT apply. All rates are fixed and firm; inflation escalation claims are barred.
GCC Sub-Clause 14.1 *(Contract Pricing Structure)*	Combined (MES Schedule and Fixed Market Item Rate) Contract, including all federal/provincial withholding taxes. Splitting or site-skipping causes rejection.
GCC Sub-Clause 14.3 *(Progressive Payment Splits)*	Cleared in PKR within 30 days: 75% progress bills (10% retention money cut), Final 15% payment is strictly contingent upon execution and submission of a legally binding Deed of Warranty Novation, and 10% upon 2-Year DLP expiry.
GCC Sub-Clause 21.1 *(Grievance Redressal)*	Filed with the Grievance Redressal Committee (GRC), Headquarters ML&C, Saddar, Rawalpindi under Rule 66 of the Public Procurement Rules, 2024.
GCC Sub-Clause 21.6 *(Sole Arbitrator Forum)*	The standard multi-person DAAB / international ICC framework is deleted. Initial administrative grievances must be formally filed with the Grievance Redressal Committee (GRC), ML&C Headquarters, Rawalpindi under the strict timelines of Rule 66 of the Public Procurement Rules, 2024. Unresolved contractual claims are finalized under the Arbitration Act, 1940 before the Regional Director of Military Lands & Cantonments (DML&C) Karachi region acting as the Sole Arbitrator. The arbitral award is final and unappealable, with physical hearings held at the Regional Directorate Office in the English language.

CONSTRUCTION EXPERIENCE

Form EXP - 4.1
General Construction Experience

Bidder's Name: _______________
Date: ______________________
JV Member's Name_________________________
Bid Reference No. (if any) and title: __________________________
Page ______________of ______________pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: ____________________ Brief Description of the Works performed by the Bidder: ______________________________ Amount of contract: __________________ Name of EMPLOYER: ____________________ Address: _______________________________	
		Contract name: _________________________ Brief Description of the Works performed by the Bidder: ______________________________ Amount of contract: __________________ Name of EMPLOYER: ____________________ Address: _________________________	
		Contract name: ________________________ Brief Description of the Works performed by the Bidder: ___________________________ Amount of contract: __________________ Name of EMPLOYER: ____________________ Address: _________________________	

Form EXP - 4.2(a)
Specific Construction and Contract Management Experience

Bidder's Name: ________________
Date: ______________________
JV Member's Name__________________________
Bid Reference No. (if any) and title: ___________________________
Page _______________of ______________pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			PKR equivalent	
If member in a JV or sub-contractor, specify participation in total Contract amount				
EMPLOYER's Name:				
Address: Telephone/fax number E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b)
Construction Experience in Key Activities

Bidder's Name: ________________
Date: ____________________
Bidder's JV Member Name: __________________
Sub-contractor's Name (if any): ________________
Bid Reference No. (if any) and title: ______________________

Page __________________of ________________pages

All Sub-contractors for key activities must complete the information and Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _________________________

<table>
<tr><td></td><td colspan="4">Information</td></tr>
<tr><td>Contract Identification</td><td colspan="4"></td></tr>
<tr><td>Award date</td><td colspan="4"></td></tr>
<tr><td>Completion date</td><td colspan="4"></td></tr>
<tr><td>Role in Contract</td><td>Prime Contractor ☐</td><td>Member in JV ☐</td><td>Management Contractor ☐</td><td>Sub-contractor ☐</td></tr>
<tr><td>Total Contract Amount</td><td colspan="2"></td><td colspan="2">PKR equivalent</td></tr>
<tr><td>Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year</td><td>Total quantity in the contract (i)</td><td colspan="2">Percentage participation (ii)</td><td>Actual Quantity Performed (i) x (ii)</td></tr>
<tr><td>Year 1</td><td></td><td colspan="2"></td><td></td></tr>
<tr><td>Year 2</td><td></td><td colspan="2"></td><td></td></tr>
<tr><td>Year 3</td><td></td><td colspan="2"></td><td></td></tr>
<tr><td>Year 4</td><td></td><td colspan="2"></td><td></td></tr>
<tr><td>EMPLOYER’s Name:</td><td colspan="4"></td></tr>
<tr><td>Address:

Telephone/fax number</td><td colspan="4"></td></tr>
</table>

	Information
E-mail:	

2. Activity No. Two
3. …………………

	Information
Description of the key activities in accordance with Section III:	

Form EXP - 4.2 (c)
Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insertfull name]*
Bid Reference No. (if any) and title: *[insert ICB/NCB number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Key Requirement no 1 in accordance with 4.2 (c): ____________________

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			PKR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): ____________________

3. Key Requirement no 3 in accordance with 4.2 (c): ____________________

4. [PA define key requirements]

Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
2.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
3.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
4.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]

	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
5.	**Title of position:**	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]
6.	**Title of position:** *[insert title]*	
	Name of candidate	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

Form PER-2:
Resume and Declaration
Contractor's Representative and Key Personnel

Name of Bidder

Position [*#1*]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency:*[language and levels of speaking, reading and writing skills]*	
details		
	Address of Employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present Employer:**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]* , certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative orKey Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

(a) be taken into consideration during Bid evaluation;

(b) result in my disqualification from participating in the Bid;

(c) result in my dismissal from the contract.

Name of Contractor's Representative or **Key Personnel: [*insert name*]**
Signature: ____

Date: (day month year): ______________________________________

Countersignature of authorized representative of the Bidder:

Signature: ____

Date: (day/month/year): ________________________

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Eligibility and Qualification Criteria.

No.	**Source of financing**	**Amount (Eq. PKR)**
1		
2		
3		

Past Experience / Contracts

Contracts over *[insert amount]* during the last three years:				
Procuring Agency	Value	Year	Goods/Services Supplied	Country of Destination

Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

<table>
<tr><td>[insert year]</td><td>[insert amount]</td><td>Contract Identification: [indicate complete contract name, number, and any other identification]
Name of Procuring Agency: [insert full name]
Address of Procuring Agency: [insert street/city/country]
Matter in dispute: [indicate main issues in dispute]
Party who initiated the dispute: [indicate “Procuring Agency” or “Supplier”]
Status of dispute: [Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]</td><td>[insert amount]</td></tr>
<tr><td colspan="4">☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.
☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.</td></tr>
<tr><td>Year of award</td><td>Outcome as percentage of Net Worth</td><td>Contract Identification</td><td>Total Contract Amount (currency), PKR Equivalent (exchange rate)</td></tr>
<tr><td>[insert year]</td><td>[insert percentage]</td><td>Contract Identification: [indicate complete contract name, number, and any other identification]
Name of Procuring Agency: [insert full name]
Address of Procuring Agency: [insert street/city/country]
Matter in dispute: [indicate main issues in dispute]
Party who initiated the dispute: [indicate “Procuring Agency” or “Supplier”]
Court/ arbitral award decision: [Indicate if the award decision was against the Applicant or any member of a joint venture.]y]</td><td>[insert amount]</td></tr>
</table>

Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current Eq. PKR]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Eq. PKR/month)]
1					
2					
3					
4					
5					

Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _*[insert number]* years, *[insert in words]* (amount in currency, currency, exchange rate*, PKR equivalent)**				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for *[number]* years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

(a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[1] for the *[number]* years required above; and complying with the requirements.

[1] If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	**Amount Currency**	**Exchange rate* (If applicable)**	**PKR equivalent**
[indicate calendar year]	*[insert amount and indicate currency]*		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.