

# Request for Proposal

Hiring Of Consultant For Carrying Out Survey And Preparation Of BOQs In  
Connection With Repair, Maintenance And Renovation Of Office And  
Residential Buildings Of Regional Tax Office, Peshawar  
(Consultancy Services)

National

Single Stage-One Envelope



*October 22, 2026*

*Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.),  
Jamrud Road Peshawar.*

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# PROCUREMENT NOTICE

## PROCUREMENT OF CONSULTANCY SERVICES

1. The **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.)** has reserved Funds for the procurement planned for FY **2026-27**. The **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of **"Hiring Of Consultant For Carrying Out Survey And Preparation Of BOQs In Connection With Repair, Maintenance And Renovation Of Office And Residential Buildings Of Regional Tax Office, Peshawar"** with the reference of **"P168573"**
2. The **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.)** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Demand Draft** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/168573>**.
6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday,**

**November 5, 2026 11:00 AM.** Proposals will be opened on the same day at **Thursday, November 5, 2026 11:30 AM.** Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

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

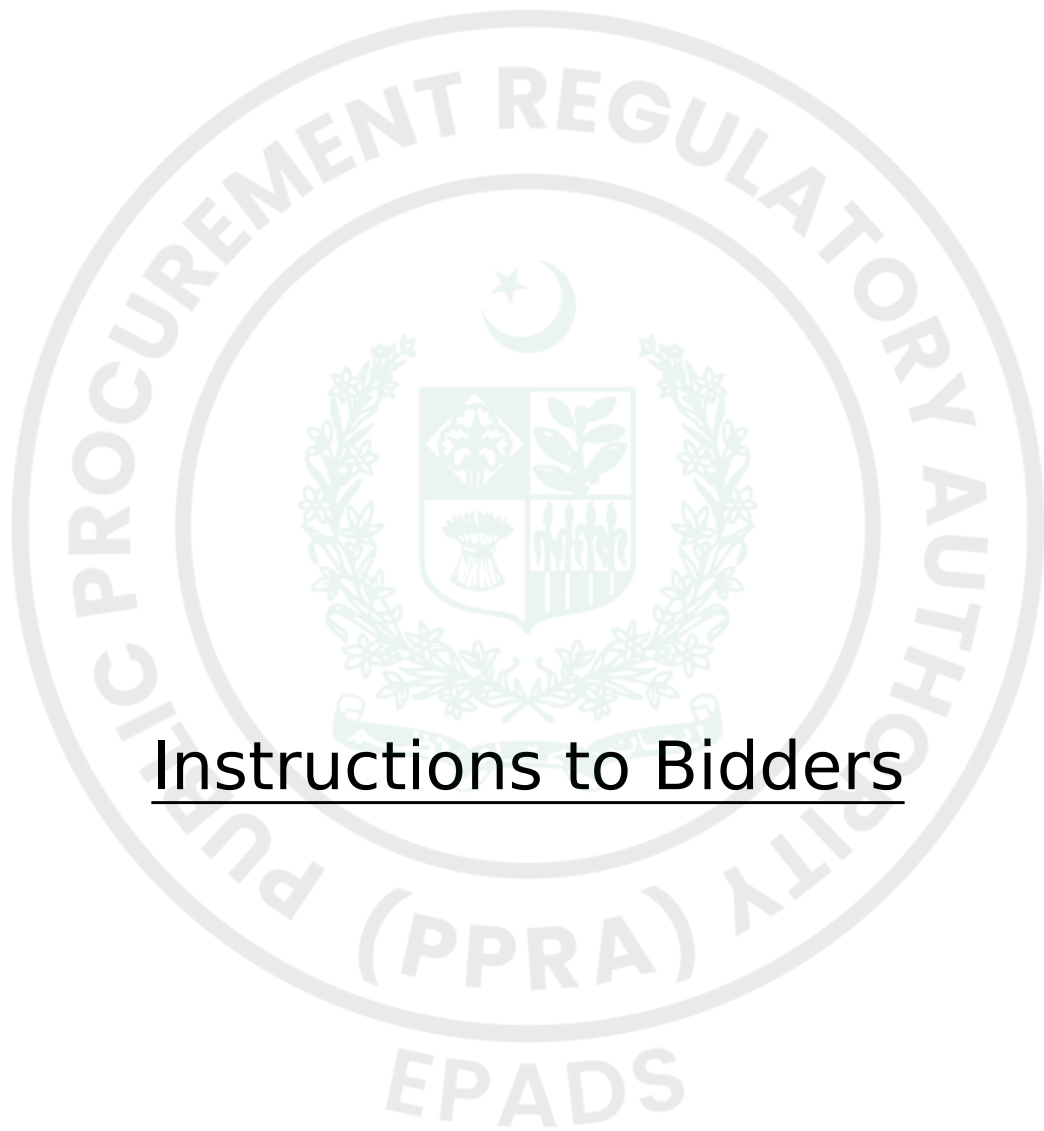
Commissioner-IR/Chairman, Departmental Procurement Committee, RTO

Peshawar (.), .

Jamrud Road Peshawar.

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## Instructions to Bidders

## A. General Provisions

### 1. Introduction

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

### 2. Corrupt and Fraudulent Practices

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(x) of the Public Procurement Rules 2026.

## B. Preparation of Proposals

### 3. General Considerations

3.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### 4. Language

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

## **Documents Comprising the Proposal**

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

## **6. Only One Proposal**

6.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

## **7. Proposal Validity**

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

7.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

### **7.4. Extension of Validity Period**

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2026 or any instructions issued in this regard.

## **8. Bid security/Bid Securing Declaration**

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severally responsible.

8.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

## **9. Clarification and Amendment of RFP**

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

## **10. Preparation of Proposals - Specific Considerations**

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

10.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

## **11. Financial Proposal**

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

## 12. Taxes

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

## 13. Currency of Proposal

13.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

# C. Submission, Opening and Evaluation

## 14. Submission/withdrawal of Proposals

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

## 15. Opening of Proposal

15.1. The Procuring Agency will open all Proposal through **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

## 16. Evaluation of Technical Proposals

16.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

## 17. Opening of Financial Proposals

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date and time for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0**.

## 18. Correction of Errors

18.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

## **19. Conversion to Single Currency**

19.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

## **20. Selection Technique**

### **20.1. Quality and Cost Based Selection**

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

### **20.2. Fixed-Budget Selection (FBS)**

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

### **20.3. Least-Cost Selection.**

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

## **D. Negotiations and Award**

### **21. Negotiations**

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### **22. Availability of Key Experts**

22.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

## **23. Award of Contract**

23.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

## **24. Grievance Redressal Mechanism**

24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 65 of the Public Procurement Rules, 2026 and Redressal of Grievance regulations.

## **25. Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 25 of the Public Procurement Rules, 2026 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

## **26. Environmental objectives**

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



## Bid Data Sheet

# Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services 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. General**

#### **BDS Clause Number 1**

##### **ITB Number 1.1**

Name of Procuring Agency: **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.)**

The subject of procurement is: **Hiring Of Consultant For Carrying Out Survey And Preparation Of BOQs In Connection With Repair, Maintenance And Renovation Of Office And Residential Buildings Of Regional Tax Office, Peshawar**

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

Name and identification number of the Contract: **P168573**

#### **BDS Clause Number 2**

##### **ITB Number 1.2 & 9.1**

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, November 2, 2026

### **B. Preparation of Proposals**

#### **BDS Clause Number 3**

##### **ITB Number 4.1**

The language of the proposals is: **English**

#### **BDS Clause Number 4**

##### **ITB Number 6.1**

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

#### **BDS Clause Number 5**

##### **ITB Number 7.1**

Proposals shall be valid until **90 Days**

#### **BDS Clause Number 6**

##### **ITB Number 9.1**

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

#### **BDS Clause Number 7**

##### **ITB Number 10.2**

The Consultant's Proposal must include the minimum Key Experts' time-input of \_\_\_\_\_person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. ]

#### **BDS Clause Number 8**

##### **ITB Number 10.5**

The price shall be **Fixed**.

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

#### **BDS Clause Number 9**

##### **ITB Number 11.1**

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

*see Eligibility Criteria*

**BDS Clause Number 10**

**ITB Number 7.6**

**Services and Their related documents:**

*See section Required Services and ToR*

## C. Submission, Opening and Evaluation

**BDS Clause Number 11**

**ITB Number 8.1 & 8.2**

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

Instrument of Bid Security Shall be in the Name of : **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar**

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

**BDS Clause Number 12**

**ITB Number 13.1**

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

**BDS Clause Number 13**

**ITB Number 14.1**

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

**Jamrud Road Peshawar.**

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

The deadline for Bids submission is: **Thursday, November 5, 2026 11:00 AM**

**BDS Clause Number 14**

**ITB Number 15.1**

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

Day : **Thursday**

Date: **Thursday, November 5, 2026**

Time : **11:30 AM**

**BDS Clause Number 15**

**ITB Number 20**

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

## F. Negotiation and Award

**BDS Clause Number 16**

**ITB Number 21.5**

The Performance guarantee shall: **10.00%**.

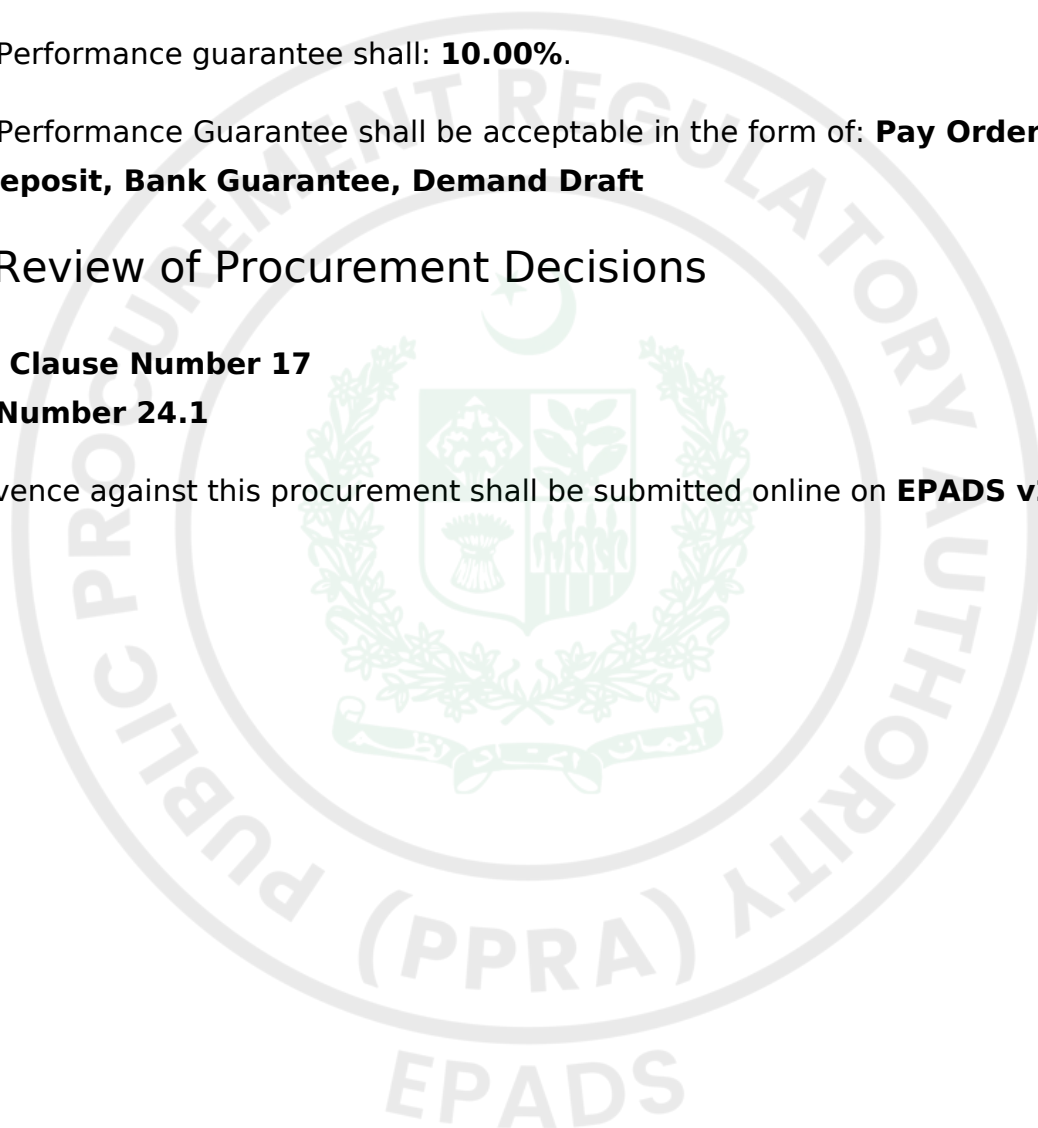
The Performance Guarantee shall be acceptable in the form of: **Pay Order, Call at Deposit, Bank Guarantee, Demand Draft**

## G. Review of Procurement Decisions

**BDS Clause Number 17**

**ITB Number 24.1**

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



## Eligibility Criteria

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

| Required Registration          |
|--------------------------------|
| NADRA CITIZENSHIP (CNIC/NICOP) |
| FBR (NTN)                      |
| SECP                           |
| PEC                            |
| Registrar of Firms             |

| Eligibility Criteria                                                                                                          | Document |
|-------------------------------------------------------------------------------------------------------------------------------|----------|
| Work Order/ Signed Copy of Contract/ required to be furnished.                                                                | Yes      |
| Details of the Persons alongwith requisite data must be provided.                                                             | Yes      |
| Should also submit at least Three (03) sample BOQ's submitted for repair and maintenance works done in the Govt. Departments  | Yes      |
| Audited Financial Statements, statutory auditor certificate or Annual Return specifying the net worth for the specified year. | Yes      |

|                                                         |     |
|---------------------------------------------------------|-----|
| Registration with relevant Provincial Revenue Authority | Yes |
|---------------------------------------------------------|-----|



# Evaluation Criteria

## Least Cost Based Selection (LCBS)



## Required Services

### Positions Without Lots :

| Position                  | Delivery Schedule                                                                                               | Quantity | Bid Security |
|---------------------------|-----------------------------------------------------------------------------------------------------------------|----------|--------------|
| Schedules of Requirements | <b>Address:</b> Jamrud Road Peshawar.<br><b>Schedule:</b> 27 Days <b>Quantity:</b> 1/One <b>Quantity:</b> 1 One | 1/One    | 20000 PKR    |

## Related Services :

No



# TORS (Terms of References)

## Positions Without Lots :

**Position:** Schedules of Requirements

## TORs (Terms of Reference):

| No. | Deliverable                   | Minimum Contents                                                                                                                                                                                                                               |
|-----|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Draft Survey Reports          | For each Office and Residential building: general details, defects found, repair maintenance and renovation of (Civil, Electrical and Mechanical) works required, and measurement sheets.                                                      |
| 2   | Draft BOQs and Cost Estimates | Draft BOQ, Item-wise quantity, specification, unit rate, and maximum estimated price.<br>Building-wise cost summaries.                                                                                                                         |
| 3   | Final Consolidated Report     | Final BOQs complete in all respect and total estimated cost of each Office and Residential building.<br><br>List of works within the sanctioned budget.<br><br>BOQs in a format ready for the repair, renovation and maintenance works tender. |

|  |  |                                                                                                                                                                |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | All reports must be submitted in hard copies and in soft (editable Word/Excel file format), along with editable files of 2-D / 3-D drawings (if any) prepared. |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Brief Description

RTO, Peshawar intends to hire services of consultant for carrying out survey and preparation of BOQs in connection with repair, maintenance and renovation of office and residential buildings of RTO, Peshawar as detailed in Schedule of Requirements.

The consultant shall carry out the following for every building listed below:

1. **Site visits:** Inspect every building inside and outside, including roofs, boundary walls, gates and surrounding areas.
2. **Identification of works:** Record all repair, maintenance, replacement and renovation of civil, electrical and mechanical works required, such as cracks, dampness and seepage, flooring, plaster, paint, doors, windows, ceilings, roofing and waterproofing, boundary walls, drainage, pavements, water supply, electrical fittings, sanitary fittings and sewerage etc complete in all respect.
3. **Measurement:** Take accurate measurements of each item of work mentioned above and record them in measurement sheets.
4. **Specifications:** Specify best quality, standard items and materials for each work, with grade or make where relevant.
5. **BOQs and estimates:** Prepare BOQs in Microsoft Excel showing, for each item separately, the quantity, unit rate, maximum estimated price. Include building-wise summaries.

### LIST OF BUILDINGS:

A detailed list of buildings with addresses are listed below

| S# | Building Category    | Name of Building            | Address                                     |
|----|----------------------|-----------------------------|---------------------------------------------|
| 1  | Office Building      | Main Building RTO, Peshawar | Main Jamrud Road, University Town, Peshawar |
| 2  | Office Building      | Mardan Office               | Railway Station, Mardan                     |
| 3  | Office Building      | Nowshera Office             | Aman Garh, GT Road, Nowshera                |
| 4  | Office Building      | Bannu Office                | DI Khan Road, Bannu                         |
| 5  | Office Building      | DI Khan Office              | Darband Road, DI Khan                       |
| 6  | Residential Building | Transit Accommodation       | University Town Peshawar                    |
| 7  | Residential Building | Officers Colony             | Phase-V, Hayatabad, Peshawar                |

# Price Schedule

## For Individual Positions

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

## For Lots

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





## General Conditions of Contract

## A. General Provisions

### 1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 1.1. **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. **"Applicable Law"** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- 1.3. **"Consultant"** means an individual consultant or a consulting firm as the case may be;
- 1.4. **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- 1.5. **"Day"** means calendar day unless indicated otherwise.
- 1.6. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- 1.7. **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- 1.8. **"Foreign Currency"** means any currency other than the Pakistani Rupees.
- 1.9. **"GCC"** means these General Conditions of Contract.
- 1.10. **"Government"** means the Government of Pakistan.
- 1.11. **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- 1.12. **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- 1.13. **"Local Currency"** means the currency of Pakistan
- 1.14. **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- 1.15. **"Party"** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

1.16. "Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

## 2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 3. Law Governing Contract

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

## 4. Language

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

## 5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

## **6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

## **7. Location**

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

## **8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

## **9. Authorized Representatives**

9.1. 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 Consultant may be taken or executed by the officials specified in the SCC.

## **10. Fraud and Corruption**

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

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

## **11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

## **12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## **13. Commencement of Services**

13.1. The Consultant 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.

## **14. Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## **15. Entire Agreement**

15.1. 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.

## **16. Modifications or Variations**

16.1. 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 proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

## **17. Force Majeure**

### **17.1. Definition**

17.1.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## **17.2. No Breach of Contract**

17.2.1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

## **17.3. Measures to be Taken**

17.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.3.3. Any period within which a Party 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.

17.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

17.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

17.3.4.2. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

## **18. Suspension**

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

**a) By the Procuring Agency**

19.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant 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;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**19.2. By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) 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.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) 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 Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

**19.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC 22,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

#### **19.4. Cessation of Services**

19.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

#### **19.5. e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

### **C. Obligations of the Consultant**

#### **20. General**

##### **20.1. Standard of Performance**

20.1.1. The Consultant 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 Consultant 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.

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

##### **20.2. Law Applicable to Services**

20.2.1. The Consultant 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-consultants, comply with the Applicable Law.

## 21. Conflict of Interests

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### 21.1.1. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

### 21.1.2. Consultant and Affiliates Not to Engage in Certain Activities

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

### 21.1.3. Prohibition of Conflicting Activities

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### 21.1.4. Strict Duty to Disclose Conflicting Activities

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

## 22. Confidentiality

22.1. Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

## **23. Liability of the Consultant**

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

## **24. Insurance to be Taken out by the Consultant**

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', 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 specified in the SCC, and (ii) 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 therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

## **25. Accounting, Inspection and Auditing**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

## **26. Reporting Obligations**

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

## **27. Proprietary Rights of the Procuring Agency in Reports and Records**

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be

specified in the SCC.

## **28. Equipment, Vehicles and Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

## **29. Code of Conduct**

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

# **D. Consultant's Experts and Sub-Consultants**

## **30. Description of Key Experts**

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

## **31. Replacement of Key Experts**

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

### **32. Approval of Additional Key Experts**

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

### **33. Removal of Experts or Sub-consultants**

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

### **34. Replacement/ Removal of Experts – Impact on Payments**

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

### **35. Working Hours, Overtime, Leave, etc.**

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## E. Obligations of the Procuring Agency

### 36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

### 37. Access to Project Site

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

### 38. Change in the Applicable Law Related to Taxes and Duties

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

### 39. Services, Facilities and Property of the Procuring Agency

39.1. The Procuring Agency shall make available to the Consultant 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 (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

#### **40. Counterpart Personnel**

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

#### **41. Payment Obligation**

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

### **F. Payments to the Consultant**

#### **42. Ceiling Amount**

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

#### **43. Remuneration and Reimbursable Expenses**

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

#### **44. Taxes and Duties**

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

#### **45. Currency of Payment**

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

#### **46. Mode of Billing and Payment**

46.1. Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

#### **47. Interest on Delayed Payments**

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

### **G. Fairness and Good Faith**

#### **48. Good Faith**

48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **H. Settlement of Disputes**

#### **49. Amicable Settlement**

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider 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 Project –whether during

developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual 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.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.





## Special Conditions of Contract

## 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 3.1

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

### Number of GC Clause 4.1

The language is **English**

### Number of GC Clause 6.1 and 6.2

### The addresses are:

**The Procuring Agency is:** Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.), . Jamrud Road Peshawar.

### The Consultant Address:

**The title of the subject procurement is:** Hiring Of Consultant For Carrying Out Survey And Preparation Of BOQs In Connection With Repair, Maintenance And Renovation Of Office And Residential Buildings Of Regional Tax Office, Peshawar

### Number of GC Clause 8.1

*[Note: If the Consultant consists only of one entity, state "N/A"; Or*

**The Lead Member on behalf of the JV is** \_\_\_\_\_ *[insert name of the member]*

### Number of GC Clause 9.1

### The Authorized Representatives are:

### For the Procuring Agency:

Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.), .  
Jamrud Road Peshawar.  
+92-919-216-401  
ccir.rto.pwr@fbr.gov.pk

### For the Bidder:

**Name:** .....

**Designation:** .....

**Address:** .....

**Number of GC Clause 11.1**

*[Note: If there are no effectiveness conditions, state “N/A”]OR*

*List here any conditions of effectiveness of the Contract]*

**The effectiveness conditions are the following:** *[insert “N/A” or list the conditions]*

**Termination of Contract for Failure to Become Effective:**

**The time period shall be** \_\_\_\_\_ *[insert time period, e.g.: four months].*

**Commencement of Services:**

**The number of days shall be** \_\_\_\_\_ *[e.g.: ten].*

Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

**Expiration of Contract:**

**The time period shall be** \_\_\_\_\_ *[insert time period, e.g.: twelve months].*

**Number of GC Clause 23**

**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 **0.00% to 0.00%** 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 23.1**

**No additional provisions.**

The following limitation of the Consultant’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:

**Number of GC Clause 24**

**Performance Guarantee:**

Instrument of Performance Guarantee shall be in the Name of : **Commissioner-IR/Chairman,Deparmental Procurement Committee, RTO Peshawar**

The amount of performance guarantee shall be 10.00% of the contract price in acceptable form of Pay Order, Call at Deposit, Bank Guarantee, Demand Draft

**Number of GC Clause 24.1**

**The insurance coverage against the risks shall be as follows:**

**(a) Professional liability insurance, with a minimum coverage of \_\_\_\_\_** *[insert amount and currency which should be not less than the total ceiling amount of the Contract];*

**Number of GC Clause 33. Removal of Experts or Sub-consultants**

***[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]***

**Price adjustment on the remuneration : Nil** *[insert “applies” or “ does not apply”]*

**The currency of payment shall be the following: PKR**

*[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]*

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

**Following is the guidance for Dispute Resolution**

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

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

**Arbitrator’s fee:**

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

**Appointing Authority for Arbitrator:**

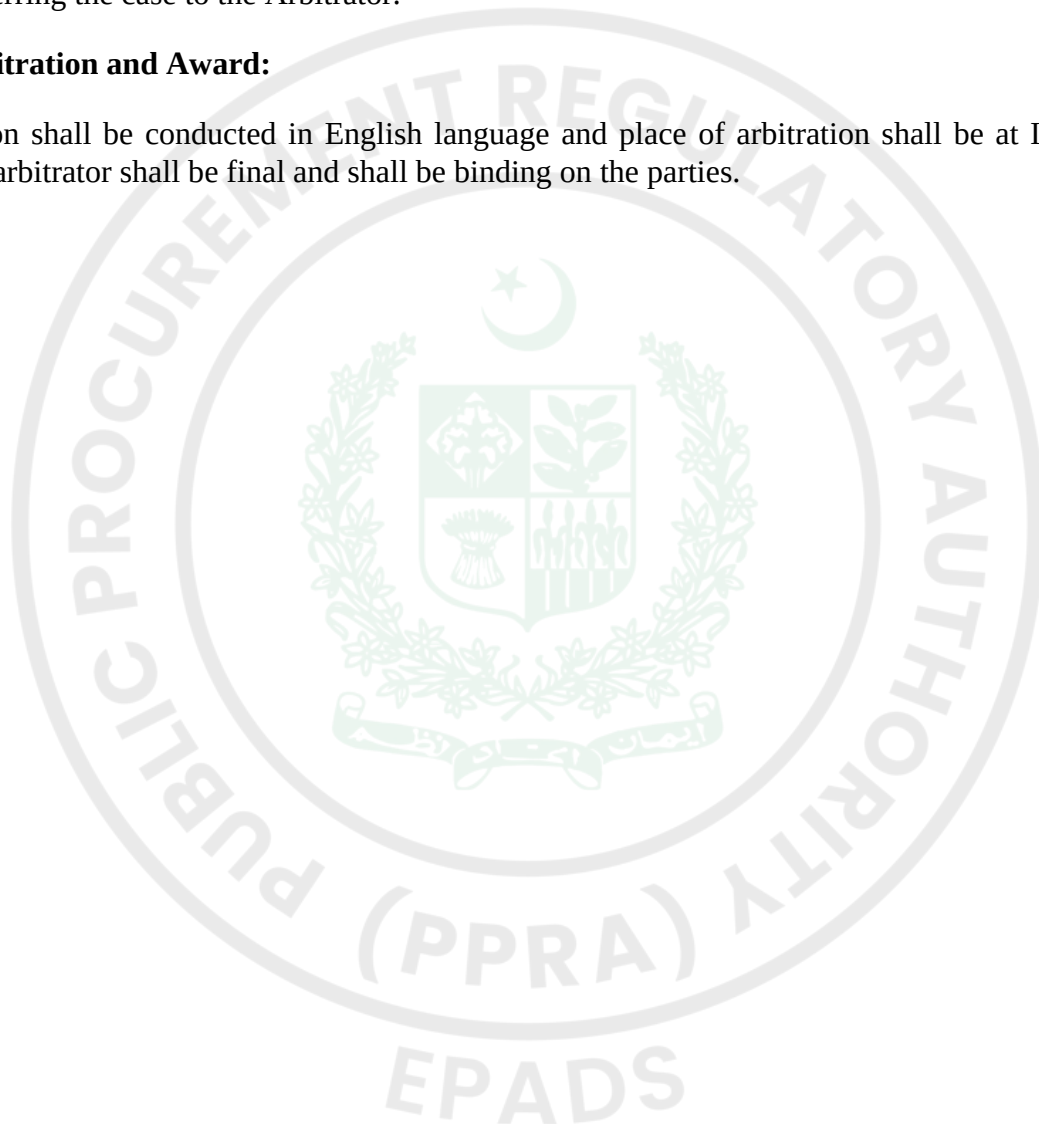
By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may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

**Rules of procedure for arbitration proceedings:**

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

**Place of Arbitration and Award:**

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





## Bid Securing Declaration

## Bid Securing Declaration

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

Bid No.: **P168573**

To: **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar (.), . Jamrud Road Peshawar.**

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

## FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Agency or Recipient] (hereinafter called the “Procuring Agency”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

### WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
3. the Procuring Agency has received [or has applied for] a loan [or credit or grant] from the [Insert as appropriate:)] toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
  - Terms of Reference Appendix
  - Key Experts Appendix
  - Remuneration Cost Estimates Appendix )
  - Reimbursable Cost Estimates Appendix
  - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Agency shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

*[Authorized Representative of the Procuring Agency – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*



## Integrity Pact

## Integrity Pact

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

**Contract**

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



## Performance Guarantee Form

## Performance Guarantee Form

To: **Commissioner-IR/Chairman, Departmental Procurement Committee, RTO Peshawar**  
(.), . Jamrud Road Peshawar.

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]*

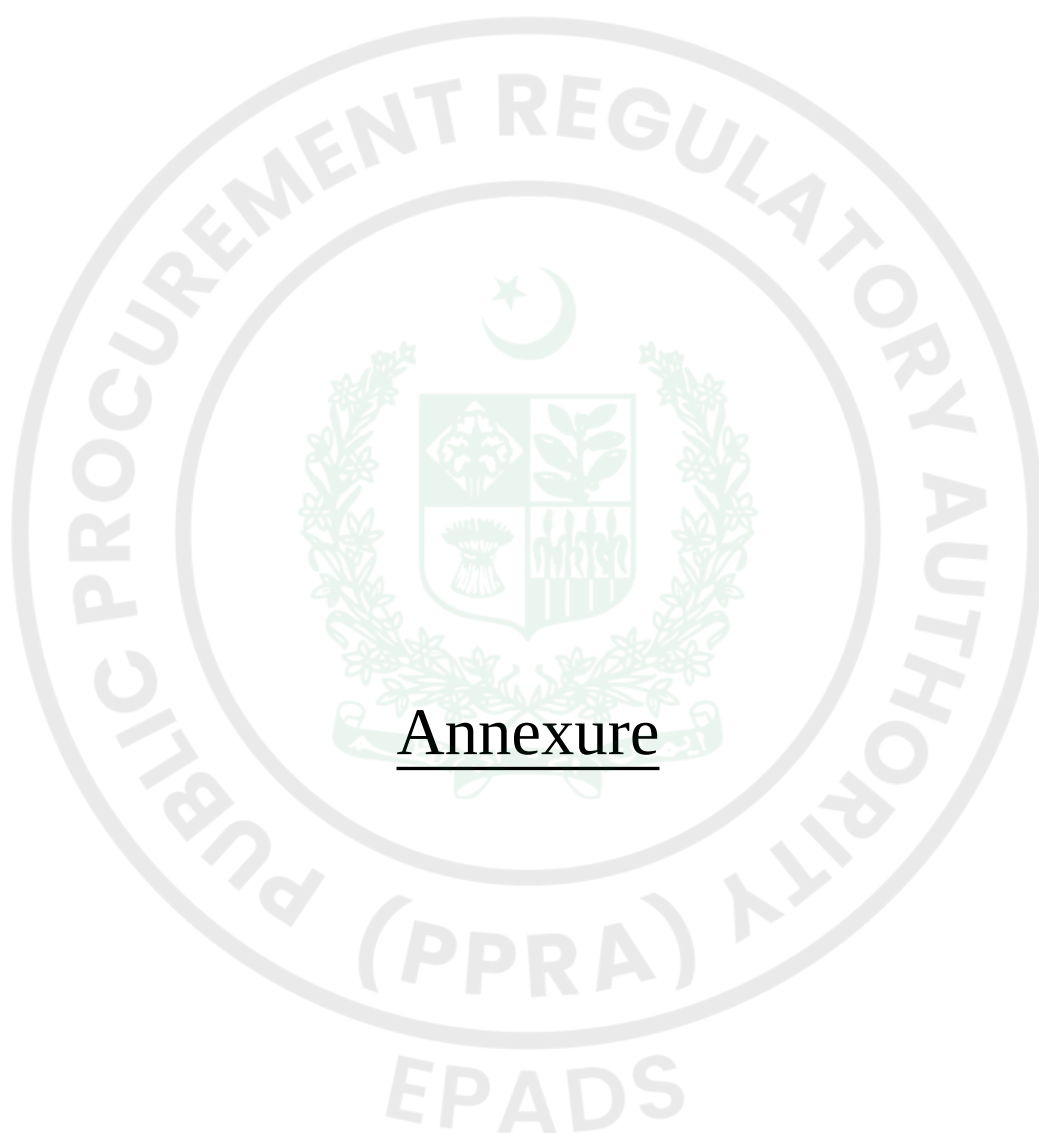
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[address]

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[date]





## Annexure

# Signed Bidding Document

Information (Read-Only)

See Form Under Additional Forms and Documents: **Signed Bidding Document** (page number: 66)





## Procurement Forms

## Past Experience and Completed Contracts

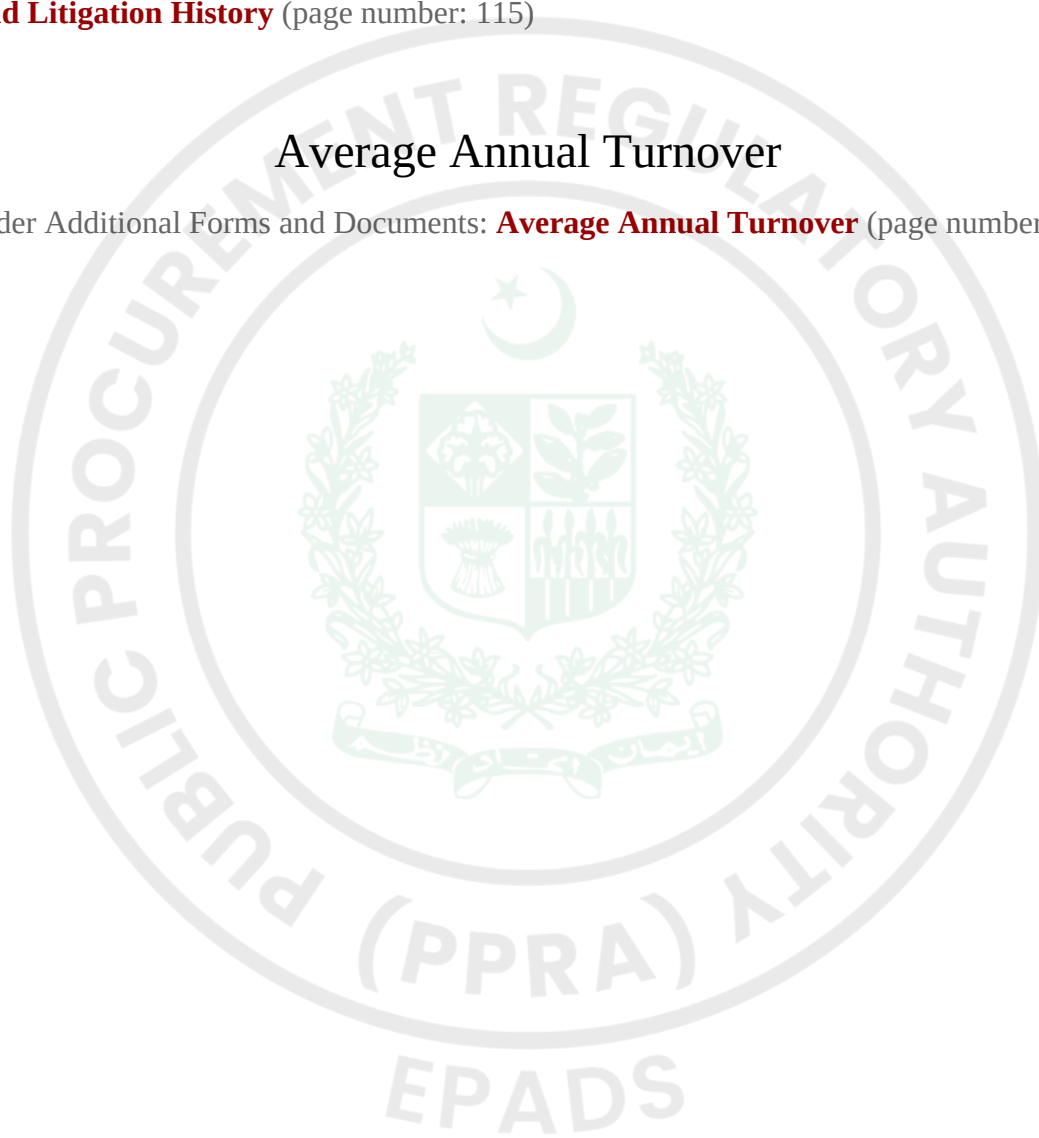
See Form Under Additional Forms and Documents: **Past Experience and Completed Contracts** (page number: 114)

## 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: 115)

## Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 117)







## Additional Forms and Documents

|                                                                                                                                                                                  |                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
|                                                                                                 | <p><b>Federal Board of Revenue</b><br/>Revenue Division<br/>Government of Pakistan</p> |
| <p><b>OFFICE OF THE COMMISSIONER (IR)</b><br/><b>CHAIRMAN DEPARTMENTAL PROCUREMENT COMMITTEE</b><br/><b>REGIONAL TAX OFFICE, PESHAWAR</b><br/>Phone No. 091-9216401, 9216078</p> |                                                                                        |

**HIRING OF CONSULTANT FOR CARRYING OUT SURVEY AND  
PREPARATION OF BOQs IN CONNECTION WITH REPAIR, MAINTENANCE  
AND RENOVATION OF OFFICE AND RESIDENTIAL BUILDINGS OF  
REGIONAL TAX OFFICE, PESHAWAR**

Principal Method of Procurement

(Single Stage One Envelope)

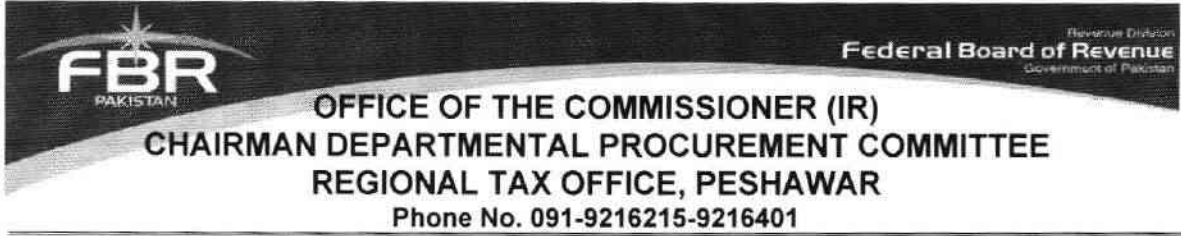
National Competitive Method

Under Public Procurement Rules, 2004, SROs, Regulations (EPADS v2.0)

  
CHAIRMAN

  
MEMBER-I

  
MEMBER-II



**HIRING OF CONSULTANT FOR CARRYING OUT SURVEY AND  
PREPARATION OF BOQs IN CONNECTION WITH REPAIR, MAINTENANCE  
AND RENOVATION OF OFFICE AND RESIDENTIAL BUILDINGS OF  
REGIONAL TAX OFFICE, PESHAWAR**

**Through Principal Method of Procurement  
(Single Stage One Envelope Procedure)  
National Competitive Bidding**

**P R E F A C E**

Public Procurement in Pakistan is carried out in accordance with the provisions laid down in Public Procurement Regulatory Framework consisting of Public Procurement Ordinance-2002; Public Procurement Rules, 2004 and allied Regulations, Regulatory Guides, and Guidelines (EPADS). It is highlighted that the entire Procurement Process shall be in harmony with the e-Pak Acquisition and Disposal System (EPADS) as notified vide SRO 296(I)/2023, and each part of this RFP document must be read, responded and complied with accordingly.

The request for proposal documents consists of general as well as specific provisions to be applicable for **"Hiring of Consultant for Carrying Out Survey and Preparation of BOQ's in Connection with Repair, Maintenance and Renovation of Office and Residential Buildings falling in the jurisdiction of Regional Tax Office, Peshawar"**. The specific provisions supplement the general provisions.

CHAIRMAN

MEMBER-I

MEMBER-II

**RFP Documents for Hiring of Consultant for Carrying Out Survey and Preparation of BOQ's in connection with Repair, Maintenance And Renovation of Office and Residential Buildings of RTO Peshawar.**

**PART-A**

**BIDDING PROCEDURE & REQUIREMENTS**

**Section I - Invitation to Proposals**

**Section II- Instructions to Service Providers (ITSP)**

This Section provides information to help service providers prepare their proposals. Information is also provided on the submission, opening, and evaluation of proposals and on the award of contracts. This Section contains provisions that are to be used without modifications.

**Section III- Proposal Data Sheet (PDS)**

This Section includes provisions specific to procurement and to supplement Section-II, Instructions to Service providers (ITSP). This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

**Section IV - Eligible Country**

This Section contains information regarding eligible country.

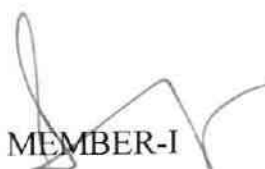
**Section V- Evaluation Criteria, Technical Specifications, Schedule of Requirements**

This Section includes details of specifications for Hiring of Consultancy Services and the schedule of requirements.

**Section VI -Standard Forms**

This Section includes the standard forms for the Proposal Submission, Price Schedules, and Proposal Security etc. These forms are to be completed and submitted by the Service Provider as part of its Proposal.

  
CHAIRMAN

  
MEMBER-I

  
MEMBER-II

## **PART-B**

### **CONDITIONS OF CONTRACT AND CONTRACT FORMS**

#### **Section VII -General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all the contracts. This Section contains provisions that are to be used without modifications.

#### **Section VIII - Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contain clauses specific to this contract. This section may be customized where option is available, in accordance with the requirements of the Procuring Agency.

#### **Section IX - Contract Forms**

This Section contains forms which, once completed, will become part of the Contract. The form for Performance Guarantee and Integrity Pact will be submitted by the successful Service Provider to whom Letter of Acceptance is issued before the award of contract.

##### **Integrity Pact**

The successful service provider shall be required to furnish Integrity Pact as per the attached format.



CHAIRMAN



MEMBER-I



MEMBER-II

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CHAIRMAN



MEMBER-I



MEMBER-II

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6. Modification.....
7. Force Majeure.....
8. Termination.....
- C. Obligations of the Service Provider .....
1. General .....
2. Conflict of Interests .....
3. Confidentiality .....
4. Insurance to be Taken Out by the Service Provider .....
5. Service Provider's Actions Requiring Procuring Agency's Prior Approval .....
6. Reporting Obligations.....
7. Performance Guarantee .....
8. Fraud and Corruption .....
9. Sustainable Procurement .....
- D. Service Provider's Personnel .....
1. Description of Personnel .....
2. Removal and/or Replacement of Personnel.....
- E. Obligations of the Procuring Agency .....
1. Assistance and Exemptions .....
2. Change in the Applicable Law .....
3. Services and Facilities.....
- F. Payments to the Service Provider .....
1. Contract Price.....
2. Terms and Conditions of Payment.....
3. Currency of Payment.....
- G. Quality Control .....
1. Identifying Defects .....
2. Correction of Defects, and .....

## SECTION-VIII. SPECIAL CONDITIONS OF CONTRACT .....

### SECTION IX: CONTRACT FORMS.....

Special condition of Contract- Form of Contract.....

Performance Guarantee Form and Integrity Form.....

  
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## SECTION-II:-

### INSTRUCTION TO SERVICE PROVIDERS (ITSP)

#### A:- Introduction

|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <b>Scope of Proposal</b>          | <p>The Procuring Agency (PA), as indicated in the Proposal Data Sheet (PDS), invites proposals for hiring of consultant for carrying out survey and preparation of BOQ's in connection with Repair, Maintenance and Renovation of Office and Residential Buildings falling in the jurisdiction of RTO, Peshawar.</p> <p>The evaluation criteria, specifications, and schedule of requirements are detailed in the accompanying documentation. The name, identification, and number of items/deliverables are provided in the PDS.</p> <p>This procurement will follow the Single Stage One Envelope procedure using the open competitive method. The successful service provider will be expected to deliver services within the specified period and timeline(s) as stated in the PDS.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Source of Funds</b>            | Source of funds under the relevant Head of Account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Eligible Service providers</b> | <p>A Service provider may be company or firm or public or semi-public agency of Pakistan in accordance with the terms and conditions of the Contract.</p> <p>The invitation for proposal is open to all prospective service providers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                   | <p>A Service Provider shall not have a conflict of interest. All Service providers found to have a conflict of interest shall be disqualified. A Service Provider may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:</p> <ol style="list-style-type: none"> <li>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 to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Services to be purchased under this Invitation for Proposal.</li> <li>Have controlling shareholders in common; or</li> <li>Receive or have received any direct or indirect subsidy from any of them; or</li> <li>Have the same legal representative for purposes of this Proposal; or</li> <li>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 Proposal of another Service provider, or influence the decisions of the Procuring Agency regarding this Bidding process; or</li> </ol> |

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|                                          | f) Submit more than one Proposal in this Bidding process.                                                                                                                                                                                                                                                                  |
|                                          | <b>A Service Provider may be ineligible if –</b>                                                                                                                                                                                                                                                                           |
|                                          | (a) He is declared bankrupt or, in the case of company or firm, insolvent;                                                                                                                                                                                                                                                 |
|                                          | (b) Payments in favor of the Service Provider 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;                          |
|                                          | (c) Legal proceedings are instituted against such Service Provider involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property; |
|                                          | (d) The Service Provider is convicted, by a final judgment, of any offence involving professional conduct;                                                                                                                                                                                                                 |
|                                          | (e) The Service Provider is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of proposal securing declaration.                                                                                                                               |
|                                          | (f) The firm, service provider and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.                                                                                                                                   |
|                                          | Service Provider shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.                                                                                                                                     |
|                                          | Service Provider shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.                                                                                                                                                 |
| <b>One Proposal per Service provider</b> | A Service Provider shall submit only one Proposal, in the same bidding process, individually.                                                                                                                                                                                                                              |
|                                          | A person or a Service Provider cannot be a sub-contractor with more than one Service Provider in the same bidding process.                                                                                                                                                                                                 |
| <b>Cost of Bidding</b>                   | The Service provider shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.                                                                 |

**B.****RFP Documents**

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| <b>Contents of Request for Proposal Document</b> | <p>The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the RFP Documents. In addition to the Invitation for Proposal, the RFP documents issued in accordance with ITSP include:</p> <p><b>Section I</b> -Invitation to Proposals<br/> <b>Section II</b> Instructions to Service Providers (ITSP)<br/> <b>Section III</b> Proposal Data Sheet (PDS)<br/> <b>Section IV</b> Eligible Country<br/> <b>Section V</b> Evaluation Criteria, Specifications, Schedule of Requirements</p> <p><b>Schedule of Requirements.</b><br/> <b>Section VI</b> Proposal Forms<br/> <b>Section VII</b> General Conditions of Contract (GCC)<br/> <b>Section VIII</b> Special Conditions of Contract (SCC)<br/> <b>Section IX</b> Contract Forms</p> <p>The Procuring Agency is not responsible for the completeness of the RFP documents, if they were not downloaded from PPRA's website.</p> |
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|                                       | The Service provider is expected to examine all instructions, forms, terms and specifications in the RFP documents. Failure to furnish all the information required in the RFP documents will be at the Service provider's risk and may result in the rejection of his Proposal.                                                                                                  |
| <b>Clarification of RFP documents</b> | <p>A prospective Service provider requiring any clarification of the RFP documents may notify the Procuring Agency in writing form that provides a record of the content of communication at the Procuring Agency's address indicated in the <b>PDS</b>.</p> <p>The RFP Documents are clear and explicit therefore will not be further modified except for arithmetic errors.</p> |

### C. Preparation of Proposals

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| <b>Language of Proposal</b>                                                               | The Proposal prepared by the Service provider, as well as all correspondence and documents relating to the Proposal exchanged by the Service provider and the Procuring Agency shall be written in the English language unless otherwise specified in the PDS. Supporting documents and printed literature furnished by the Service provider may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless otherwise specified in the <b>PDS</b> , in which case, for purposes of interpretation of the Service provider, the translation shall govern.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Documents Constituting the Proposal</b>                                                | <p>The Proposal prepared by the Service provider shall constitute the following components: -</p> <ol style="list-style-type: none"> <li>Form of Proposal and Proposal Prices completed in accordance with ITSP.</li> <li>Details of the Sample(s) where applicable and requested in the PDS.</li> <li>Documentary evidence established in accordance with ITSP that services to be provided by the Service provider are eligible services and conform to the RFP documents.</li> <li>Documentary evidence established in accordance with ITSP that the Service provider is eligible and/or qualified for the subject bidding process.</li> <li>Documentary evidence established in accordance with <b>ITSP</b> that the Service provider has been authorized to provide the services in Pakistan.</li> <li>Proposal security or Proposal Securing Declaration furnished in accordance with ITSP.</li> <li>Duly Notarized Power of Attorney authorizing the signatory of the Service provider to submit the proposal; and</li> <li>Any other document required in the <b>PDS</b>.</li> </ol> |
| <b>Documents Establishing Eligibility of the Services and Conformity to RFP documents</b> | <p>To establish the conformity of the Non-Consulting Services to the RFP document, the Service provider shall furnish as part of its Proposal the documentary evidence that Services provided conform to the technical specifications and standards.</p> <p>Standards for the provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Service provider may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified the Section VII, Employer's Requirements.</p> <p>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.</p>                                                                                                                                                                                                                         |
| <b>Documents Establishing Eligibility and Qualification of the Service provider</b>       | <p>Pursuant to <b>ITSP</b> the Service provider shall furnish, as part of its Proposal, all those documents establishing the Service provider's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Proposal is accepted.</p> <p>The documentary evidence of the Service provider's qualifications to perform the contract if its Proposal is accepted shall establish to the satisfaction of <b>Procuring Agency</b> that:</p> <ol style="list-style-type: none"> <li>The Service provider has the financial, technical, and supply/production capability necessary to perform the Contract, meets the qualification criteria specified in <b>PDS</b>.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                     |

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|                                      | b) that the Service provider meets the qualification criteria listed in the Proposal Data Sheet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Form of Proposal</b>              | The Service provider shall fill the Form of Proposal furnished in the RFP documents. The Proposal Form must be completed without any alterations to its format, and no substitute shall be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Proposal Prices</b>               | <p>The Proposal Prices quoted by the Service provider in the Form of Proposal and in the Price Schedules shall conform to the requirements specified below in ITSP or exclusively mentioned hereafter in the RFP documents.</p> <p>All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced or explicitly denied, their prices shall be construed to be included in the prices of other items.</p> <p>The Proposal price to be quoted in the Form of Proposal in accordance with ITSP shall be the total price of the Proposal, excluding any discounts offered.</p> <p>The Service provider shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Proposal price of the services to be provided under the contract.</p> <p>Prices quoted by the Service provider shall be fixed during the Service provider's performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price will be treated as non-responsive and shall be rejected.</p> <p>If so indicated in the Invitation to Proposals and Instructions to Service providers, that Proposals are being invited for individual contracts or for any combination of contracts (packages), Service providers wishing to offer any price reduction for the award of more than one contract shall specify in their Proposal the price reductions applicable to each package, or alternatively, to individual contracts within a package.</p> |
| <b>Proposal Currencies</b>           | Prices shall be quoted in Pakistani Rupees unless otherwise specified in the PDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Proposal Validity Period</b>      | <p>Proposals shall remain valid for the period specified in the PDS after the Proposal submission deadline prescribed by the Procuring Agency. A Proposal valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Proposal validity will be determined from the complementary proposal securing instrument i.e. the expiry period of Proposal Security or Proposal Securing Declaration as the case may be.</p> <p>Under exceptional circumstances, prior to the expiration of the initial Proposal/Bid validity period, the Procuring Agency may request the Service providers' consent to an extension of the period of validity of their Proposal/Bid only once, for the period not more than the period of initial proposal/bid validity. The request and the Service Providers responses shall be made in writing forms that provide record of the content of communication. The Bid Security provided under ITSP shall also be suitably extended. A Service provider may refuse the request without forfeiting its proposal security or causing to be executed its Proposal Securing Declaration. A Service provider agreeing to the request will not be required nor permitted to modify its Proposal but will be required to extend the validity of its Proposal/Bid Security or Proposal/Bid Securing Declaration for the period of the extension, and in compliance with ITSP in all respects.</p>                                                                                                                                          |
| <b>Proposal Performance Security</b> | <p>Pursuant to ITSP unless otherwise specified in the PDS, the Service provider shall furnish as part of its Proposal, a Proposal/Bid Security 2% of the estimated cost of bid and in form of currency specified in Pakistani rupees or Proposal Securing Declaration on specified format.</p> <p>The Proposal/Bid Security or Proposal/Bid Securing Declaration is required to protect the Procuring Agency against the risk of Service provider's conduct which would warrant the security's forfeiture.</p> <p>The Proposal/Bid Security @2% of the estimated cost of bid shall be denominated in the local currency, and it shall be a Pay Order/CDR in the name of the DDO, RTO, Peshawar and will be revalidated as and when required beyond the end of the validity of the Proposal. This shall also apply if the period for Proposal/Bid</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|                                                                | <p>Validity is extended. In either case, the form must include the complete name of the Service provider.</p> <p>The Proposal/Bid Security or Proposal/Bid Securing Declaration shall be in accordance with the Form of the Proposal/Bid Security or Proposal Securing Declaration mentioned.</p> <p>The Proposal/Bid Security shall be payable with bid submission before closing date of bid submission mentioned in EPADS regulations.</p> <p>Any Proposal not accompanied by a Proposal/Bid Security or Proposal Securing Declaration in accordance with <b>ITSP</b> shall be rejected by the Procuring Agency as non-responsive, pursuant to <b>ITSP</b>.</p> <p>Unsuccessful Service providers' Proposal/Bid Security will be discharged or returned as promptly as possible, however in no case later than 180 days after the expiration of the period of Proposal Validity prescribed by the Procuring Agency pursuant to <b>ITSP</b>. The Procuring Agency shall make no claim to the amount of the Proposal Security, and shall promptly return the Proposal Security document, after whichever of the following that occurs earliest:</p> <ul style="list-style-type: none"> <li>(a) the expiry of the Proposal/Bid Security;</li> <li>(b) the entry into force of a procurement contract and the provision of a Performance Guarantee, for the performance of the contract if such a guarantee, is required by the Proposal documents.</li> <li>(c) the rejection by the Procuring Agency of all Proposals.</li> <li>(d) the withdrawal of the Proposal prior to the deadline for the submission of Proposals, unless the Proposal documents stipulate that no such withdrawal is permitted.</li> </ul> <p>The successful Service provider's Proposal Security will be discharged upon the Service provider signing the contract or furnishing the Performance Guarantee and Integrity pact.</p> |
|                                                                | <p>The Proposal/Bid Security may be forfeited or executed:</p> <ul style="list-style-type: none"> <li>a) if a Service provider: <ul style="list-style-type: none"> <li>i) withdraws its Proposal during the period of Proposal Validity as specified by the Procuring Agency, and referred by the service provider on the Form of Proposal except as provided for in <b>ITSP</b> or</li> <li>ii) does not accept the correction of errors pursuant to <b>ITSP</b> or</li> </ul> </li> <li>b) in the case of a successful Service provider, if the Service provider fails: <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITSP</b> or</li> <li>ii) to furnish Performance Guarantee (10%) in accordance with <b>ITSP</b>.</li> </ul> </li> </ul> <p>The security proposal shall be valid for a period specified in PDS. Proposals with shorter Proposal/Bid security validity period shall be rejected straight away.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Alternative Proposals by Service providers</b>              | <p>Service providers shall submit offers that comply with the requirements of the RFP documents, including the basic Service provider's technical design as indicated in the specifications and Schedule of Requirements. Alternatives will not be considered, unless specifically allowed for in the <b>PDS</b>. If so allowed, <b>ITSP</b> shall prevail.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Withdrawal, Substitution, and Modification of Proposals</b> | <p>Before proposal submission deadline, any service provider may withdraw its Proposal after it has been submitted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



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## D. Submission of Proposals

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| <b>Deadline<br/>Submission<br/>Proposals</b> | <b>for<br/>of</b> | Proposals shall be received by the Procuring Agency <b>through EPADS</b> form not later than the date and time specified in the <b>PDS</b> .<br><br>The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Proposals with <b>ITSP</b> in which case all rights and obligations of the Procuring Agency and Service providers previously subject to the deadline will thereafter be subject to the new deadline. |
| <b>Late Proposals</b>                        |                   | The Procuring Agency shall not consider for evaluation any Proposal that uploaded after the deadline for submission of Proposals, in accordance with <b>ITSP</b> .                                                                                                                                                                                                                                                                                                               |
| <b>Withdrawal<br/>Proposals</b>              | <b>of</b>         | A Service provider may withdraw its Proposal after it has been submitted before deadline of the submission of Proposal.                                                                                                                                                                                                                                                                                                                                                          |

## E. Opening and Evaluation of Proposals

|                                    |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| <b>Opening<br/>Proposals</b>       | <b>of</b> | <p>The Procuring Agency will open all Proposals in public, in the presence of Service providers' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the <b>PDS</b>. The Service providers' representatives present shall sign a register as proof of their attendance.</p> <p>The Procuring Agency will open the Proposals in public at the address, date and time specified in the <b>PDS</b> in the presence of Service Providers' designated representatives who choose to attend and other parties with a legitimate interest in the Proposal proceedings.</p> <p>The envelopes holding the Proposals shall be downloaded at a time, and the following read out and recorded: (a) the name of the Service provider; (b) the presence of a bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.</p> <p>The Procuring Agency shall prepare minutes of the Proposal opening. The record of the Proposal opening shall include, as a minimum: the name of the Service provider and whether or not there is a withdrawal, substitution or modification, the Proposal price if applicable, including any discounts and alternative offers and the presence or absence of a Proposal Security or Proposal Securing Declaration.</p> <p>The Service providers' representatives who choose to present shall be requested to sign on the attendance sheet. A copy of the record shall be distributed to all the Service providers.</p> |
| <b>Confidentiality</b>             |           | <p>Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendation of contract award shall not be disclosed to Service providers or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.</p> <p>Any effort by a service provider to influence the Procuring Agency processing of Proposals or award decisions may result in the rejection of its Proposal.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Clarification<br/>Proposals</b> | <b>of</b> | To assist in the examination, evaluation and comparison of Proposals of the Service providers, the Procuring Agency may, ask any service provider for a clarification of its Proposal including breakdown of prices. Any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|                                                                         | <p>clarification submitted by a Service provider that is not in response to a request by the Procuring Agency shall not be considered.</p> <p>The request for clarification and the response shall be in writing forms that provide record of the content of communication. No change in the prices or substance of the Proposal shall be sought, offered, or permitted.</p> <p>The alteration or modification in the PROPOSAL which in any way affect the following parameters will be considered as a change in the substance of a proposal:</p> <ol style="list-style-type: none"> <li>evaluation &amp; qualification criteria;</li> <li>required scope of work or specifications;</li> <li>all securities requirements;</li> <li>tax requirements;</li> <li>terms and conditions of RFP documents.</li> <li>change in the ranking of the service provider</li> </ol> <p>From the time of Proposal opening to the time of Contract award if any Service provider wishes to contact the Procuring Agency on any matter related to the Proposal it should do so in writing forms that provide record of the content of communication.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>Preliminary Examination of Proposals</b></p>                      | <p>Prior to the detailed evaluation of Proposals, the Procuring Agency will determine whether each Proposal:</p> <ol style="list-style-type: none"> <li>meets the eligibility criteria defined in <b>ITSP</b>;</li> <li>has been prepared as per the format and contents defined by the Procuring Agency in the RFP documents;</li> <li>has been properly signed;</li> <li>is accompanied by the required securities; and</li> <li>is substantially responsive to the requirements of the RFP documents.</li> </ol> <p>The Procuring Agency's determination of a proposal's responsiveness will be based on the contents of the Proposal itself.</p> <p>A substantially responsive Proposal is one which conforms to all the terms, conditions, and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one that: -</p> <ol style="list-style-type: none"> <li>affects in any substantial way the scope, quality, or performance of the Services;</li> <li>limits in any substantial way, inconsistent with the RFP documents, the Procuring Agency's rights or the Service providers obligations under the Contract; or</li> <li>if rectified, would affect unfairly the competitive position of other Service providers presenting substantially responsive Proposals.</li> </ol> <p>The Procuring Agency will confirm that the documents and information specified under <b>ITSP</b> have been provided in the Proposal. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Service providers, the Proposal shall be rejected.</p> <p>If a Proposal is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.</p> |
| <p><b>Examination of Terms and Conditions; Technical Evaluation</b></p> | <p>The Procuring Agency shall examine the Proposal to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Service provider without any material deviation or reservation.</p> <p>The Procuring Agency shall evaluate the technical aspects of the Proposal submitted in accordance with <b>ITSP</b> to confirm that all requirements specified Schedule of Requirements, Technical Specifications of the RFP documents have been met without material deviation or reservation. (as per Schedule of Requirements).</p> <p>If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Proposal is not</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                    | substantially responsive in accordance with <b>ITSP</b> it shall reject the Proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Correction of Errors</b>                        | <p>Proposals determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <ol style="list-style-type: none"> <li>if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</li> <li>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</li> <li>Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>Where there is discrepancy between grand total of price schedule and the amount mentioned on the Form of Proposal, the amount referred in Price Schedule shall be treated as the correct subject to elimination of other errors.</li> </ol> <p>The amount stated in the Proposal will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Service provider, shall be considered as binding upon the Service provider. If the Service provider does not accept the corrected amount, its Proposal will then be rejected, and the Proposal/Bid Security may be forfeited or the Proposal Securing Declaration may be executed in accordance with <b>ITSP</b>.</p> |
| <b>Conversion to Single Currency</b>               | To facilitate evaluation and comparison, the Procuring Agency will convert all Proposal prices expressed in the amounts in various currencies in which the Proposal prices are payable. For the purpose of comparison of proposals quoted in different currencies, the price shall be converted into a single currency specified in the RFP documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) proposals specified in the RFP documents, as notified by the State Bank of Pakistan on that day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Evaluation of Proposals</b>                     | <p>The Procuring Agency shall evaluate and compare only the Proposals determined to be substantially responsive, pursuant to <b>ITSP</b>.</p> <p>In evaluating the Technical Proposal of each Proposal, the Procuring Agency shall use the criteria and methodologies listed in the Evaluation Criteria and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Determination of Most Advantageous Proposal</b> | Most Advantageous Bid procedure in accordance with the criteria referred in the PDS or prescribed in the separate section titled as Evaluation Criteria.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Abnormally Low Financial Proposal</b>           | <p>Where the Proposal price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Proposal or as a part of the post-qualification process. The following process shall apply:</p> <ol style="list-style-type: none"> <li>The Procuring Agency may reject a Proposal if the Procuring Agency has determined that the price in combination with other constituent elements</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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of the Proposal is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Service provider to perform that contract;

(b) Before rejecting an abnormally low Proposal the Procuring Agency shall request the Service provider an explanation of the Proposal or of those parts which it considers contribute to the Proposal being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Proposal or parts of the Proposal being abnormally low;

(c) The decision of the Procuring Agency to reject a Proposal and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Service provider concerned.

(d) The Procuring Agency shall not incur any liability solely by rejecting abnormal Proposal; and

(e) An abnormally low Proposal means, in the light of the Procuring Agency's estimate and of all the Proposals submitted, the Proposal appears to be abnormally low by not providing a margin for normal levels of profit. In order to identify the Abnormally Low Proposal (ALP) following approaches can be considered to minimize the scope of subjectivity:

- (i) Comparing the proposal price with the cost estimate.
- (ii) Comparing the proposal price with the proposals offered by other service providers submitting substantially responsive proposals; and
- (iii) Comparing the proposal price with prices paid in similar contracts in the recent past either government- or development partner-funded.

The Procuring Agency will determine to its satisfaction whether the Service provider that is selected as having submitted the most advantageous Proposal is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITSP.

The determination will take into account the Service provider's financial, experience, technical, and related/production capabilities. It will be based upon an examination of the documentary evidence of the Service provider's qualifications submitted by the Service provider, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these RFP documents shall not be used in the evaluation of the Service providers' qualifications.

Procuring Agency may seek "Certificate for Independent Price Determination" from the Service provider and the results of reference checks may be used in determining an award of contract.

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|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Explanation: The Certificate shall be furnished by the service provider. The service provider shall certify that the price is determined by keeping in view all of 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.</p> <p>An affirmative determination will be a prerequisite for award of the contract to the Service provider. A negative determination will result in rejection of the Service provider's Proposal, in which event the Procuring Agency will proceed to the next ranked service provider to make a similar determination of that Service provider's capabilities to perform satisfactorily.</p> |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## F. Award of Contract

|                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Criteria of Award</b>                                                | <p>Subject to ITSP the Procuring Agency will award the Contract to the Service provider whose Proposal has been determined to be substantially responsive to the RFP documents and who has been declared as <b>Most Advantageous Service provider</b>, provided that such Service provider has been determined to be:</p> <ul style="list-style-type: none"> <li>a) eligible in accordance with the provisions of ITSP;</li> <li>b) is determined to be qualified to perform the Contract satisfactorily; and</li> <li>c) free of arithmetical errors.</li> </ul>                                                             |
| <b>Procuring Agency's Right to reject All Proposals</b>                 | <p>Notwithstanding <b>ITSP</b> the Procuring Agency reserves the right to reject all the proposals and to annul the procurement process at any time prior to acceptance of the proposal(s), without thereby incurring any liability to the affected Service provider or Service providers.</p> <p>Notice of the rejection of all Proposals shall be given promptly to all Service providers that have submitted Proposals.</p> <p>The Procuring Agency shall upon request communicate to any Service provider the grounds for its rejection of its Proposals but is not required to justify those grounds.</p>                |
| <b>Procuring Agency's Right to Vary Quantities at the Time of Award</b> | <p>The Procuring Agency reserves the right at the time of contract award to increase or decrease the requirement of related services originally specified in these RFP documents (schedule of requirements) without any change in unit price or other terms and conditions of the Proposal and RFP documents.</p>                                                                                                                                                                                                                                                                                                             |
| <b>Notification of Award</b>                                            | <p>Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the proposals.</p> <p>Where no complaints have been lodged, the Service provider whose Proposal has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Proposal/Bid Validity period in writing forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Service provider in consideration for the execution of the scope of</p> |

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|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                              | The notification of award will constitute the formation of the Contract, subject to the Service provider furnishing the Performance Guarantee in accordance with <b>ITSP</b> and signing of the contract in accordance with <b>ITSP</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                              | Upon the successful Service provider's furnishing of the Performance Guarantee pursuant to <b>ITSP</b> the Procuring Agency will promptly notify each unsuccessful Service provider, the name of the successful Service provider and the Contract amount and will discharge the Proposal/Bid Security or Proposal/Bid Securing Declaration of the Service providers pursuant to <b>ITSP</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Signing of Contract</b>   | Promptly after notification of award, Procuring Agency shall send the successful Service provider the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Performance Guarantee</b> | <p>After the receipt of the Letter of Acceptance, the successful Service provider, within the specified time, shall deliver to the Procuring Agency a Performance Guarantee 10% of the contract amount in the form stipulated in the <b>PDS</b> and <b>SCC</b>, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.</p> <p>If the Performance Guarantee is provided by the successful Service provider and it shall be in the form specified in the <b>PDS</b>.</p> <p>Failure of the successful Service provider to comply with the requirement of <b>ITSP</b> shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid Security, in which event the Procuring Agency may make the award to the next ranked Service provider or call for new Proposals.</p> |
| <b>Arbitrator</b>            | The Arbitrator shall be appointed by mutual consent of both parties. Arbitration Act, 1940 shall be applicable and binding on both parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

  
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**SECTION-III:-****PROPOSAL DATA SHEET (PDS)**

The following specific data for the hiring of Consultant for Carrying out survey and preparation of BOQ's in connection with Repair, Maintenance and Renovation of Office and Residential Buildings of RTO Peshawar shall complement, supplement, or amend the provisions in the Instructions to Service Providers (ITSP). Whenever there is a conflict, the provisions herein shall prevail over those in ITSP.

| PDS Clause Number      | Amendments of, and Supplements to, Clauses in the Instruction to Service Provider                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A. INTRODUCTION</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 1.                     | Name of Procuring Agency: RTO, Peshawar.<br>The subject of procurement is: Hiring of Consultant for Carrying out survey and preparation of BOQ's in connection with Repair, Maintenance and Renovation of Office and Residential Buildings of RTO Peshawar<br>Period for Provision of Services: 20 days, subject to satisfactory performance during the terms of contract.<br>Expected commencement date for providing services will be intimated to be successful bidder. |
| 2.                     | Financial year for the operations of the Procuring Agency: FY 2026-2027.<br>Name and identification number of the Contract:<br>Hiring of Consultant for Carrying out survey and preparation of BOQ's in connection with Repair, Maintenance and Renovation of Office and Residential Buildings of RTO Peshawar                                                                                                                                                             |

**B.RFP documents**

|    |                                                                                                                                                                                             |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3. | The number of documents to be completed and uploaded on EPADS                                                                                                                               |
| 4. | The address for clarification of submission of bid and RFP documents is:<br>RTO, Peshawar.<br><b>Contact Person: Deputy Commissioner (IR) Member, DPC</b><br><b>Ph# 091-9216215-9216401</b> |

**C. PREPARATION OF PROPOSALS**

|     |                                                                                                                                       |
|-----|---------------------------------------------------------------------------------------------------------------------------------------|
| 5.  | The Language of all correspondences and documents related to the Proposal shall be English                                            |
| 6.  | The price shall be fixed inclusive of all applicable taxes.                                                                           |
| 7.  | Currency of the Proposal shall be Pakistani Rupees;                                                                                   |
| 8.  | The Proposal Security validity period shall be 180 days.                                                                              |
| 9.  | The amount of Bid Security shall be 2% of the estimated cost of bid. The currency of the Proposal Security shall be Pakistani Rupees. |
| 10. | The Proposal Security shall be in the form of CDR/Bank Draft/Pay Order to be drawn in the name of DDO, RTO Peshawar.                  |
| 11. | The Performance Security/ Guarantee (10%) shall be valid for twenty-eight (28) days beyond the expiry of the Proposal validity period |
| 12. | Alternative Proposals to the requirements of the RFP documents will not be permitted.                                                 |

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### **D. Submission of Proposals**

|    |                                                                                                                                                                                                                                                            |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | The bids will be opened publicly by the Procurement Committee on <u>05.11.2026</u> at 11.30 Hours, in the conference room of RTO Peshawar in the presence of service providers or its authorized representatives who choose to attend the opening session. |
| 2. | Title of the subject Procurement:<br>Hiring of Consultant for carrying out survey and preparation of BOQ's in connection with Repair, Maintenance and Renovation of Office and Residential Buildings of RTO Peshawar.                                      |
| 3. | The Proposal opening shall take place at RTO, Peshawar.                                                                                                                                                                                                    |
| 4. | Open competitive method for eligible service providers.                                                                                                                                                                                                    |
| 5. | Most Advantageous bid selection will be adopted.                                                                                                                                                                                                           |
| 6. | The Performance guarantee shall be <b>10% of the contract amount</b> .                                                                                                                                                                                     |
| 7. | The Performance Guarantee shall be acceptable in the form of CDR/Bank Draft/ Pay Order/Bank Guarantee.                                                                                                                                                     |

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

|    |                                                                                                                       |
|----|-----------------------------------------------------------------------------------------------------------------------|
| 1. | The Proposal opening shall take place at RTO, Peshawar and as per advertisement date, time and venue (if applicable). |
| 2. | Open competitive method for eligible service providers.                                                               |
| 3. | Most Advantageous bid selection will be adopted                                                                       |

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

|    |                                                                                                                                                                                                                                                                             |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | The Performance Guarantee shall be 10% of the Contract Price.                                                                                                                                                                                                               |
| 2. | The Performance Guarantee shall be acceptable in the form of CDR/Bank Draft/ Pay Order/Bank Guarantee.                                                                                                                                                                      |
| 3. | Negative determination will result in rejection of the Service provider's Proposal, in which event the Procuring Agency will proceed to the next ranked service provider to make a similar determination of that Service provider's capabilities to perform satisfactorily. |
| 4. | Arbitrator shall be appointed by mutual consent of both the parties. Arbitration Act, 1940 shall be applicable and binding on both parties.                                                                                                                                 |

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**SECTION -IV.****ELIGIBLE COUNTRY**

All the service providers are allowed to participate in the subject procurement with Pakistan nationality.



  
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**SECTION- V:****EVALUATION CRITERIA**

1. A Proposal determined as not substantially responsive will be rejected. Service providers need to fulfill all the Eligibility/Minimum- Qualification Criteria in accordance with the relevant provisions of Evaluation Criteria in addition to substantive compliance.
2. The service provider must submit bid on the EPADS, scheduled date and time specified in the PPRA'S website and advertisement (if applicable). Bids that are not submitted in time shall be treated as non-responsive and shall be rejected straightaway.
3. Proposals will be evaluated on the Most Advantageous Bid technique.
4. Service Provider not conforming to the eligibility and mandatory requirement shall not be considered for further evaluation.
5. The contract will be awarded to the "Most Advantageous Service provider" after meeting all other requirements mentioned in this document.
6. The evaluation criteria will be determined on the provision of Schedule of Requirements.

  
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### Eligibility Criteria

The criteria specified below is mandatory and must be fulfilled by the service provider. Non-compliance with any of the clauses below shall result in rejection of the Proposal.

| S.No                       | Minimum Qualifications Criteria                                                                                                                                                                                                                                                                                                          | Documentary proof to be submitted                                                                                             |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| 1)                         | The Service provider shall be-incorporated under the provisions of Companies Act, 2017 for the last ten years or more. Or a statutory organization like SECP, Registrar of Firms etc and must be registered with FBR and Provincial revenue authorities and should be on the active taxpayer list of any/every applicable taxpayer list. | Certificate of Incorporation<br><br>Attested copies of NTN and others required Certificates                                   |
| 2)                         | Consultancy firms must be legally registered entities and possess active certifications from Pakistan Engineering Council (PEC)                                                                                                                                                                                                          | Certificate of Registration                                                                                                   |
| <b>Financial Stability</b> |                                                                                                                                                                                                                                                                                                                                          |                                                                                                                               |
| 3)                         | The Service provider shall have an average annual turnover of at least <b>10 Million</b> PKR for the last three financial years.<br><br>The average turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / parent company (ies) etc.                                                  | Audited Financial Statements, statutory auditor certificate or Annual Return specifying the net worth for the specified year. |

  
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| Experience                   |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                      |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4)                           | Service providers shall have at least <b>10 years</b> of relevant experience.<br>The firm shall have experience of providing consultancy services and formation of BOQ's in the field of repair and maintenance of Govt. Departments (Preferably Federal Govt. Departments).                                      | Certificate of Incorporation.<br><b>Should also submit at least Three (03) sample BOQ's submitted for repair and maintenance works done in the Govt. Departments</b> |
| 5)                           | Number of Clients in the last three years shall be Minimum 10 (Preferably Federal Government Departments)                                                                                                                                                                                                         | Work Order/ Signed Copy of Contract/ required to be furnished.                                                                                                       |
| Resources                    |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                      |
| 6)                           | The Service Provider shall have Key experts- such as Structural Engineer, Civil Engineer, and Quantity Surveyor must holding appropriate <b>Bachelor's or Master's degrees in Civil Engineering or relevant fields by a recognized institute of HEC</b> alongside 10 to 12 years of total professional experience | Details of the Persons alongwith requisite data must be provided.                                                                                                    |
| Office Location              |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                      |
| 7)                           | The Service provider shall have an office in any Province or ICT, Islamabad in Pakistan.                                                                                                                                                                                                                          | To be established from SECP Documents                                                                                                                                |
| Non-Blacklisting Declaration |                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                      |
| 8)                           | The Service Provider shall not be blacklisted by any procuring agency govt/ semi-govt/ autonomous/ semi-autonomous body in Pakistan as well as by any international organization in last 5 years.                                                                                                                 | Undertaking by the Service Provider on Stamp Paper of Rs-100/ or above.                                                                                              |

  
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**Schedule of Requirements**

| No. | Deliverable                   | Minimum Contents                                                                                                                                                                                                                       |
|-----|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1   | Draft Survey Reports          | For each Office and Residential building: general details, defects found, repair maintenance and renovation of (Civil, Electrical and Mechanical) works required, and measurement sheets.                                              |
| 2   | Draft BOQs and Cost Estimates | Draft BOQ, Item-wise quantity, specification, unit rate, and maximum estimated price.<br>Building-wise cost summaries.                                                                                                                 |
| 3   | Final Consolidated Report     | Final BOQs complete in all respect and total estimated cost of each Office and Residential building.<br>List of works within the sanctioned budget.<br>BOQs in a format ready for the repair, renovation and maintenance works tender. |

All reports must be submitted in hard copies and in soft (editable Word/Excel file format), along with editable files of 2-D / 3-D drawings (if any) prepared.

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**Price Schedule**

| No. | Item                                                                              | Amount (PKR) |
|-----|-----------------------------------------------------------------------------------|--------------|
| 1   | Preparation of Survey Reports, BOQs, Cost Estimates and Final Consolidated Report |              |
| 2   | Other expenses                                                                    |              |
|     | <b>Subtotal</b>                                                                   |              |
|     | <b>All Applicable taxes</b>                                                       |              |
|     | <b>Total Lump sum Price</b>                                                       |              |

**Note:**

- i) The price quoted shall be in Pak Rupees and inclusive of all applicable Federal/Provincial/ICT taxes
- ii) Please indicate the total lump sum price.

|                                             |
|---------------------------------------------|
| <b>Total Amount of Bid in Figures</b> _____ |
| <b>Total Amount of Bid in Words</b> _____   |
| <b>Signature of authorized person</b> _____ |

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### SCOPE OF WORK

RTO, Peshawar intends to hire services of consultant for carrying out survey and preparation of BOQs in connection with repair, maintenance and renovation of office and residential buildings of RTO, Peshawar as detailed in Schedule of Requirements.

The consultant shall carry out the following for every building listed below:

1. **Site visits:** Inspect every building inside and outside, including roofs, boundary walls, gates and surrounding areas.
2. **Identification of works:** Record all repair, maintenance, replacement and renovation of civil, electrical and mechanical works required, such as cracks, dampness and seepage, flooring, plaster, paint, doors, windows, ceilings, roofing and waterproofing, boundary walls, drainage, pavements, water supply, electrical fittings, sanitary fittings and sewerage etc complete in all respect.
3. **Measurement:** Take accurate measurements of each item of work mentioned above and record them in measurement sheets.
4. **Specifications:** Specify best quality, standard items and materials for each work, with grade or make where relevant.
5. **BOQs and estimates:** Prepare BOQs in Microsoft Excel showing, for each item separately, the quantity, unit rate, maximum estimated price. Include building-wise summaries.

#### LIST OF BUILDINGS:

A detailed list of buildings with addresses are listed below

| S# | Building Category       | Name of Building               | Address                                        |
|----|-------------------------|--------------------------------|------------------------------------------------|
| 1  | Office Building         | Main Building<br>RTO, Peshawar | Main Jamrud Road, University<br>Town, Peshawar |
| 2  | Office Building         | Mardan Office                  | Railway Station, Mardan                        |
| 3  | Office Building         | Nowshera Office                | Aman Garh, GT Road, Nowshera                   |
| 4  | Office Building         | Bannu Office                   | DI Khan Road, Bannu                            |
| 5  | Office Building         | DI Khan Office                 | Darband Road, DI Khan                          |
| 6  | Residential<br>Building | Transit<br>Accommodation       | University Town Peshawar                       |
| 7  | Residential<br>Building | Officers Colony                | Phase-V, Hayatabad, Peshawar                   |

  
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**Responsibilities:**

In addition to the services to be performed by the consultant, specified in schedule of requirements and scope of work, the consultant shall deliver:

- (a) A complete record of the present condition of every office building and officers' residence in the scope, supported by dated photographs.
- (b) A clear list of the repair, maintenance, replacement and renovation of civil, electrical and mechanical works required in each building, with accurate measurements.
- (c) Item-wise BOQs and cost estimates (including all applicable taxes), ready to be used as the basis for tendering the repair, renovation and maintenance works.
- (d) Standard specifications for all items and materials, so that every contractor quotes for the same quality of work
- (e) The Consultant shall not in any manner indulge in any unionism nor have any linked activity with RTO, Peshawar employees for price, delivery or any other cost etc. out of scope of the signed contract.
- (f) The Consultant shall not in any case communicate with the RTO, Peshawar management regarding their service matters that are the sole responsibility of the consultant out of the scope of the signed contract.

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## SECTION VI:

Proposal Submission Sheet

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

Contract: \_\_\_\_\_

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

To:

I/We, the undersigned, declare that:

- (a) We have examined and have no reservations for the RFP document;
- (b) We offer to provide Hiring of Consultancy Services in conformity with the RFP document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Services:
- (c) Our Proposal shall be valid for a period of \_\_\_\_\_ days from the date fixed for the proposal submission deadline in accordance with the RFP document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Proposal is accepted, we commit to obtain a Performance Guarantee in the amount of **10 Percent** of the Contract Price for the due performance of the Contract.
- (e) The rates quoted by us are fixed valid for one year and binding upon us for the entire period of contract.
- (f) We are not participating, as Service providers, in more than one Proposal in this bidding process, other than alternative offers in accordance with the RFP document.
- (g) Our Service Provider, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by any Government, public sector, bilateral, multilateral agency in Pakistan.

Name \_\_\_\_\_

E-mail: \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Proposal for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

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## Form of Bid Security

**[insert Bank's Name, Branch Code and Address of Issuing Branch or Office]**

**Beneficiary: [insert amended Address of Procuring agency]**

**Date:[insert date]**

**BID GUARANTEE No.: [insert number]**

I/We have been informed that **[insert name of the Service provider]** (hereinafter called "the Service Provider") has submitted to you its proposal dated **[insert date]** (hereinafter called "the Proposal") for the execution of **[insert name of contract]**. Furthermore, I/we understand that, according to your conditions, proposals must be supported by a Bid Guarantee. At the request of the Service provider, we **[insert name of Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[insert amount in figures] [insert amount in words]** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Service provider is in breach of its obligation(s) under the proposal conditions, because the Service provider:

- (a) has withdrawn its Proposal during the period of Bid validity specified by the Service provider in the Form of Proposal; or
- (b) having been notified of the acceptance of its Proposal by the Procuring agency during the period of proposal validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Guarantee, in accordance with the ITSP.

This guarantee will expire:

(a) if the Service Provider is not the successful Service Provider, upon our receipt of copies of the contract signed by the Service Provider and the Performance Guarantee issued to you upon the instruction of the Service Provider; and

(b) if the Service Provider is not the successful Service Provider, upon the earlier of:-  
(i) our receipt of a copy your notification to the Service Provider of the name of the successful Service Provider; or (ii) twenty-eight days after the expiration of the Service Provider's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name:- \_\_\_\_\_

E-mail:- \_\_\_\_\_

In the capacity of:- \_\_\_\_\_

Signed:- \_\_\_\_\_

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

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

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**Financial Proposal Submission Form**

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

I/We, the undersigned, offer to provide the Hiring of Consultancy Services as per Schedule of Requirements for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date]

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes.

Our Financial Proposal shall be fixed for one year.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

  
CHAIRMAN

  
MEMBER-I

  
MEMBER-II

| <b>Part-B</b>                                                     | <b>GENERAL CONDITIONS OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A- GENERAL</b>                                                 |                                                                                                                                                                                                                                                                                                                                                       |
| <b>Definitions</b>                                                | The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified by the procuring agency                                                                                                                                                                                                            |
| <b>Language</b>                                                   | The Contract as well as all correspondence and documents relating to the Contract exchanged between the Service Provider and the Regional Tax Office, Peshawar, shall be written in English language unless otherwise stated in documents.                                                                                                            |
| <b>Notices</b>                                                    | 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, or facsimile to such Party at the address specified in the bidding documents. |
| <b>Location</b>                                                   | The Services shall be performed at such locations as Procuring Agency may approve and as specified in the documents.                                                                                                                                                                                                                                  |
| <b>Authorized Representatives / Authority of Member in charge</b> | Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by Procuring Agency or the Service Provider may be taken or executed by the service provider specified in documents.                                                                                                         |

  
CHAIRMAN

  
MEMBER-I

  
MEMBER-II

## **B- Commencement, Completion, Modification, and Termination of Contract**

|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Effectiveness of Contract</b>     | This Contract shall come into effect on the date the Contract is signed by both the parties and such other later date as may be stated in documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Commencement of Services</b>      | The Service Provider shall confirm the availability of staff for carrying out the services not later than the number of days after the effective date as specified by RTO, Peshawar.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Program</b>                       | Before commencement of the Services, the Service Provider shall submit to the Regional Tax Office, Peshawar 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 by RTO, Peshawar.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Starting Date/Expiration Date</b> | The Service Provider shall start carrying out the services within one (01) day after the date the contract becomes effective, or at such another date as may be specified in documents. Unless terminated earlier pursuant hereof, this contract shall expire at the end of such time period after the effective date as specified in contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Entire Agreement</b>              | This contract contains all covenants, stipulations and provisions agreed upon 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Force Majeure</b>                 | <p><b>Definition</b><br/>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p><b>No Breach of Contract</b><br/>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.</p> <p><b>Extension of Time</b><br/>Any period within which a Party 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.</p> <p><b>Payments</b><br/>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider 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. All payments will be made as per Federal Government Policy and the release of budget.</p> |



CHAIRMAN



MEMBER-I



MEMBER-II

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>Termination</u></b></p> | <p><b><u>By the Procuring Agency</u></b></p> <p>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 written notice of termination to the Service Provider.</p> <ul style="list-style-type: none"> <li>(a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension.</li> <li>(b) If the Service Provider becomes (or, if the Service Provider 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;</li> <li>(c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings;</li> <li>(d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;</li> <li>(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</li> </ul> <p>Service Provider may have subsequently approved in writing) following the receipt by the Procuring Agency of the Service Provider's notice specifying such breach.</p> |
|                                  | <p><b><u>By the Service Provider</u></b></p> <p>The Service Provider may terminate this Contract, by 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.</p> <ul style="list-style-type: none"> <li>(a) If the Procuring Agency fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue.</li> <li>(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.</li> <li>(c) If the Procuring Agency fails to respond to the outstanding dues.</li> <li>(d) 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 Service Provider may have subsequently approved in writing) following the receipt by the Procuring Agency of the Service Provider's notice specifying such breach.</li> </ul>                                                                                                                                                                                                                                                                                                            |

  
CHAIRMAN

  
MEMBER-I

  
MEMBER-II

**C- Obligations of the Service Provider**

|                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General</b>                                                                             | <p><b>Standard of Performance</b></p> <p>i. The Service Provider shall perform the Consultancy 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, materials and methods. The Service Provider shall always act, in respect to any matter relating to this contract or to the services, as a faithful services provider and adviser to the Regional Tax Office, Peshawar, and shall at all times support and safeguard the Procuring Agency's interests.</p> <p>ii. The Service Provider shall provide qualified and experienced personnel to carry out the required services.</p> <p><b>Law Applicable to Services</b></p> <p>The Service Provider 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 its compliance</p> |
| <b>Service Provider's Actions Requiring Regional Tax Office, Peshawar's Prior Approval</b> | <p>The Service Provider shall obtain RTO, Peshawar's prior approval in writing before taking any of the following actions:</p> <p>(a) Changing the Program of activities; and</p> <p>(b) Any other action that may be specified in documents.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Performance Guarantee</b>                                                               | <p>Within three days from the issuance of acceptance letter from the Regional Tax Office, Peshawar, the successful Service Provider shall furnish the Performance Guarantee in the shape of Pay order/Demand Draft/CDR/bank guarantee.</p> <p>The proceeds of the Performance Guarantee shall be payable to the Regional Tax Office, Peshawar as compensation for any loss resulting from the services provider failure to complete its obligations under the Contract.</p> <p>The Performance Guarantee shall be denominated in the currency or in a freely convertible currency acceptable to the Regional Tax Office, Peshawar and shall be in the acceptable form as specified in documents.</p> <p>The Performance Guarantee shall be charged by the Regional Tax Office, Peshawar and returned to the services provider not later than thirty (30) days after end of contract.</p>                                                                                                                                       |
| <b>Fraud and Corruption</b>                                                                | <p>The Regional Tax Office, Peshawar requires the services provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Sustainable Procurement</b>                                                             | <p>The Service Provider shall conform to the sustainable service's contractual provisions.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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MEMBER-II

**D- Service Provider Description**

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description Services</b>                    | The titles agreed with job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of provision of consultancy services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Removal and/or Replacement of Personnel</b> | <p>Except as the Procuring Agency may otherwise agree, no changes shall be made in the consultancy services as specified in schedule of requirements.</p> <p>If the Procuring Agency finds that any Service Provider's personnel have</p> <p>(i) committed serious misconduct or have been charged with having committed criminal action, or</p> <p>(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Agency's written request specifying the grounds thereof, provide as a replacement a personnel with qualifications and experience acceptable to the Procuring Agency.</p> <p>The Service Provider shall have no claim for additional costs arising out of or incidental to any change or replacement. The cost shall be borne by the Consultant/Service Provider.</p> |

**E- Obligations of the Procuring Agency**

|                                  |                                                                                                                                                                                                                                   |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Assistance and Exemptions</b> | The Procuring Agency shall make its best efforts to ensure that the Government shall provide possible assistance as and when required.                                                                                            |
| <b>Services and Facilities</b>   | The Procuring Agency shall make available to the Service Provider and the Experts, for the purposes of guidance, facilities and property as and when required at the times and in the manner specified in the Terms of Reference. |

  
 CHAIRMAN

  
 MEMBER-I

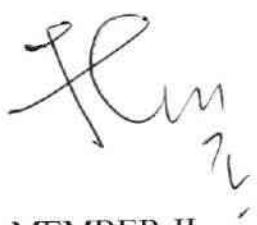
  
 MEMBER-II

**F- Payments to the Service Provider**

|                                        |                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contract Price</b>                  | The price payable shall be in Pakistani Rupees.                                                                                                                                                                                                                                                                                                                             |
| <b>Terms and Conditions of Payment</b> | <p>Payments will be made to the Service Provider according to the payment subject to the availability of funds and the release policy of the Federal Government issued from time to time and as per the actual invoice submitted by the service provider.</p> <p>Any other payment shall be made after the conditions listed in the SCC for such payment have been met.</p> |
| <b>Currency of Payment</b>             | Any payment under this Contract shall be made in the Pakistani currency (ices) specified in the SCC.                                                                                                                                                                                                                                                                        |


  
CHAIRMAN


  
MEMBER-I


  
MEMBER-II

**G- Quality Control**

|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identifying Defects</b>                                    | The principle and modalities of Inspection of the Services shall be checked by the Procuring Agency of the Service Provider's performance and notify him of any Defects that are found. Such checks shall not affect the Service Provider's responsibilities. The Procuring Agency may instruct the Service Provider 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.                  |
| <b>Correction of Defects, and Lack of Performance Penalty</b> | The Procuring Agency shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended on the desire of a procuring agency within the length of time.<br>If the Service Provider 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 Service Provider will pay this amount, and a Penalty for Lack of Performance. |



CHAIRMAN



MEMBER-I



MEMBER-II

### SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

| Number of SCC | Amendments of, and Supplements to, Clauses in the General Conditions of Contract                                                                                                                                                                                                                                                                                                                |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | <b>Applicable/Governing Law:</b><br>The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.                                                                                                                                                                                                                                                              |
| 2.            | <b>Language:</b><br>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.                                                                                                                                                                                             |
| 3.            | <b>Notices:</b><br>The addresses for the notices are:<br>The Commissioner (IR)<br>Chairman Departmental Procurement Committee,<br>RTO, Jamrud Road, Peshawar<br>Ph# 091- 9216078-9216401<br>The Contractor/ Service Provider:<br>[Name, address and telephone number].<br>The Contractor/ Service Provider's Representative(s)<br>[Name, address, telephone number and e-mail address]          |
| 4.            | <b>The Authorized Representatives are:</b><br><b>For the Regional Tax Office, Peshawar:</b><br>The Commissioner (IR)<br>Chairman Departmental Procurement Committee,<br>RTO, Jamrud Road, Peshawar<br>Ph# 091- 9216078<br><b>For the Service Provider:</b><br><b>Name:</b> .....<br><b>Designation:</b> .....<br><b>Address:</b> .....<br><b>Phone/Mobile No.</b> .....<br><b>E-mail:</b> ..... |
| 5.            | <b>Effectiveness of the contract</b><br>The Consultancy/Services shall be effective within 01 day from the date of signature of the contract by both parties                                                                                                                                                                                                                                    |
| 6.            | <b>Commencement of Services:</b><br>The Consultant/ Service Provider shall commence providing Consultancy Services within one day from signing the contract.                                                                                                                                                                                                                                    |
| 7.            | <b>Expiration of Contract:</b><br>The time period initially shall be for twenty (20) days from the date of signing the contract agreement and may be extended for further period on the same terms and conditions subject to the consent of both parties.                                                                                                                                       |

CHAIRMAN

MEMBER-I

MEMBER-II

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8.  | <b>Termination:</b><br>In the event of termination of the contract due to any reason, the Service Provider shall be responsible for providing to RTO, Peshawar Services, till the time of alternate arrangement.                                                                                                                                                                                                                                                                                                     |
| 9.  | <b>Conflict of Interest:</b><br>The Regional Tax Office, Peshawar reserves the right to determine on a case-by-case basis whether the Service Provider should be disqualified from providing services due to a conflict of nature described.                                                                                                                                                                                                                                                                         |
| 10. | <b>Liquidated Damages:</b><br>If the Service Provider 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 Service Provider shall pay to Procuring Agency as Liquidated Damages at a rate of 0.2% to 10% of the performance guarantee, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by Procuring Agency. |
| 11. | <b>Performance Guarantee:</b><br>The amount of performance guarantee shall be 10% of the contract amount in the shape of Pay order/Demand Draft/CDR/Bank Guarantee.                                                                                                                                                                                                                                                                                                                                                  |
| 12. | <b>Payment terms:</b><br>Payment will be made to the Service Provider against the procured services according to the actual invoice submitted by the service provider against the services provided and as per the available budget and release policy of federal government for the financial year 2026-27.                                                                                                                                                                                                         |
| 13. | <b>Currency of Payment:</b><br>All the payment to be released to the consultant/service provider shall be in Pakistani Rupees.                                                                                                                                                                                                                                                                                                                                                                                       |
| 14. | <b>Identifying Defects:</b><br>The Procuring Agency reserves the right at any time to inspect the services being provided by the consultant.                                                                                                                                                                                                                                                                                                                                                                         |

CHAIRMAN

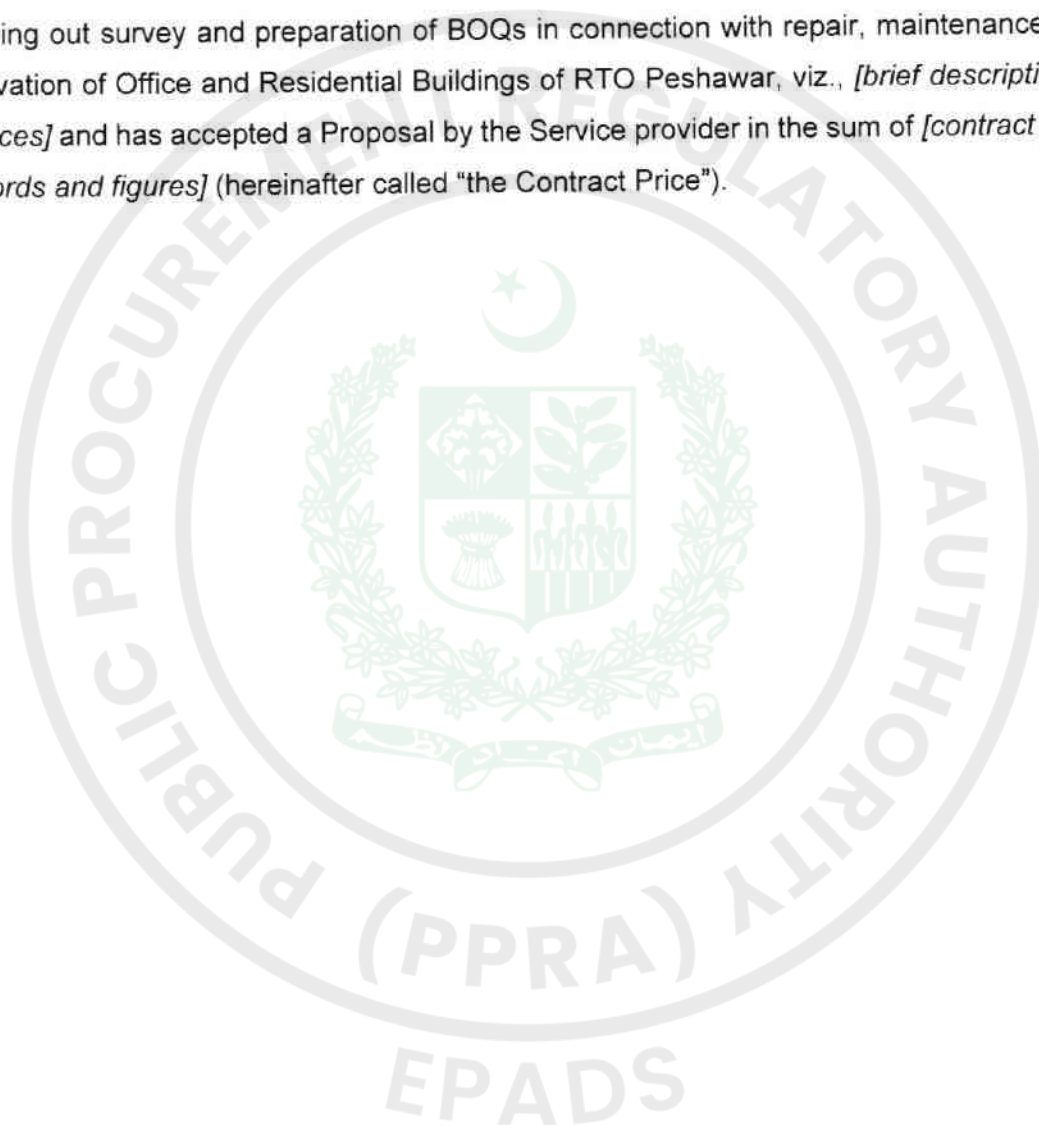
MEMBER-I

MEMBER-II

**SECTION-IX:****Form of Contract**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between RTO, Peshawar (Federal Department) of Pakistan (hereinafter called "the Procuring Agency") of the one part and *[name of Service provider]* of *[city and country of Service provider]* (hereinafter called "the Service provider") of the other part:

WHEREAS the Procuring Agency invited Proposals for Hiring of Consultancy Services for carrying out survey and preparation of BOQs in connection with repair, maintenance and renovation of Office and Residential Buildings of RTO Peshawar, viz., *[brief description of services]* and has accepted a Proposal by the Service provider in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").



  
CHAIRMAN

  
MEMBER-I

  
MEMBER-II

### NOW THIS CONTRACT WITNESSED 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: -
  - (a) form of Contract;
  - (b) Form of Proposals and the Price Schedule submitted by the Service provider;
  - (c) Schedule of Requirements;
  - (d) Technical Specifications;
  - (e) Special Conditions of Contract;
  - (f) General Conditions of the Contract;
  - (g) Procuring Agency's Letter of Acceptance/Offer Letter
  - (h) Other if, mentioned in bidding documents
3. In consideration of the payments to be made by the Procuring Agency to the Service provider as hereinafter mentioned, the Service provider hereby covenants with the Procuring Agency to provide consultancy 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 Service provider in consideration of the consultancy services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS where of 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 Services Provider)

Witness to the signatures of the Service provider: .....

  
CHAIRMAN

  
MEMBER-I

  
MEMBER-II

### Performance Guarantee

To: [name of Procuring Agency]

WHEREAS [name of Service provider] (hereinafter called "the Service provider") has undertaken, in pursuance of Contract No. [reference number of the contract] dated [insert date] for provision of Consultancy Services (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Service provider shall furnish you with a Bank Guarantee (10% of the contract amount) by a reputable bank for the sum specified therein as Performance Security for compliance with the Service provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service provider a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service provider, 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 Service provider 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]

CHAIRMAN

MEMBER-I

MEMBER-II

**INTEGRITY PACT****DECLARATION OF TAXES/DUTIES FEES, COMMISSION AND BROKERAGE ETC. PAYABLE  
BY THE CONSULTANT FOR CONSULTANCY SERVICES.**

Contract \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value :-----

[To be filled in at the time of signing of Contract] Contract Title:-----

[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 or any administrative subdivision or Department thereof or any other entity owned or controlled by Government through any corrupt business practice.

Without limiting the generality of the foregoing, [name of service provider] represents and warrants that it has fully declared the taxes and duties 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 Government, except that which has been expressly declared pursuant hereto.

[name of service provider] 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 Government and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

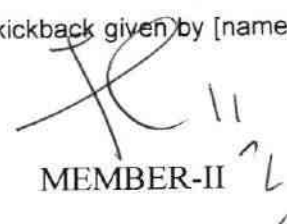
[name of service provider] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

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 Government under any law, contract or other instrument, be voidable at the option of Government.

Notwithstanding any rights and remedies exercised by Government in this regard, [name of service provider] agrees to indemnify Government for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of

  
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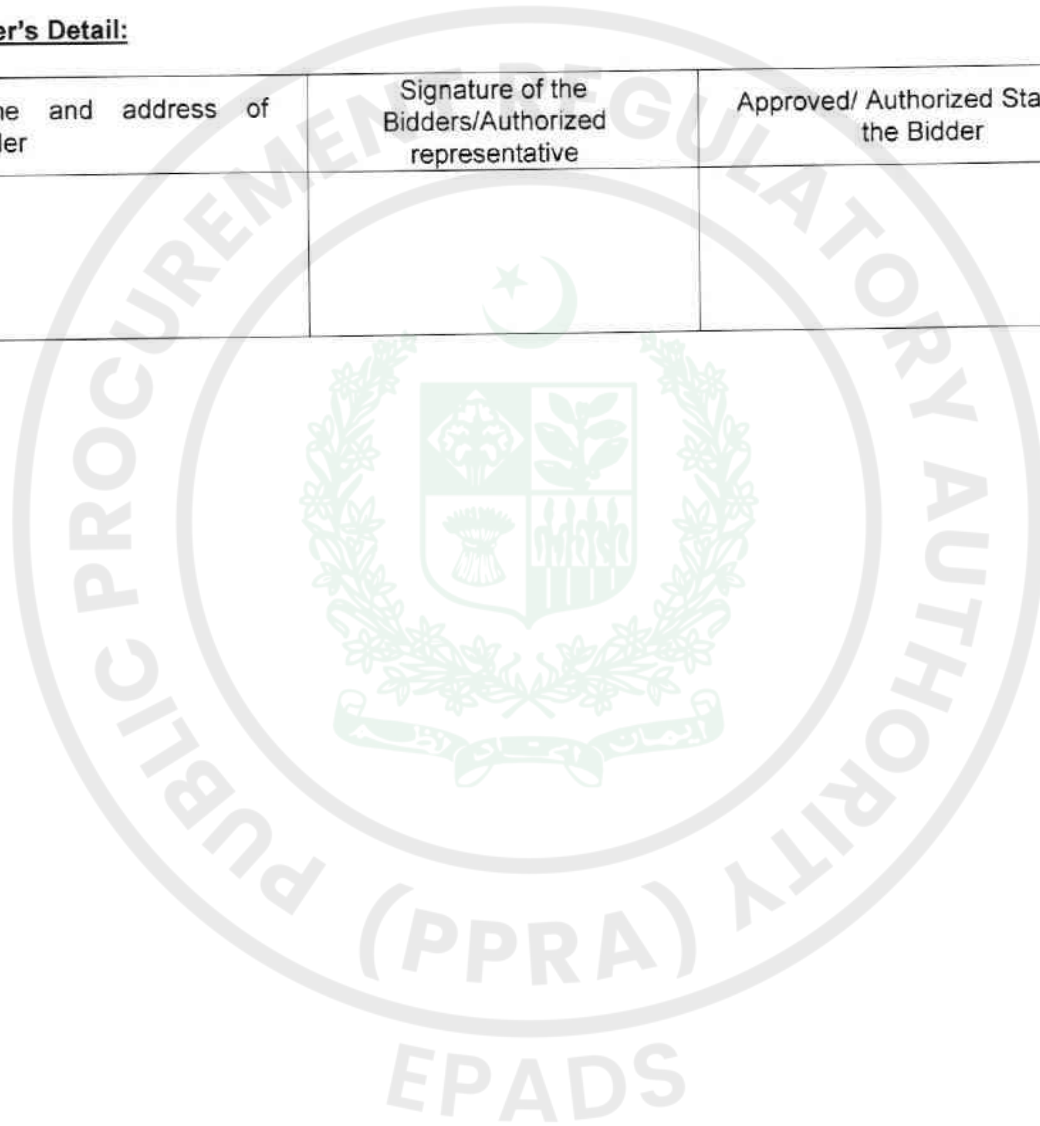
service provider] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government.

**Procurement Agency.**

| Name and address of Procuring Agency | Signature of the Officer | Stamp of the Authorized Officer |
|--------------------------------------|--------------------------|---------------------------------|
|                                      |                          |                                 |

**Bidder's Detail:**

| Name and address of Bidder | Signature of the Bidders/Authorized representative | Approved/ Authorized Stamp of the Bidder |
|----------------------------|----------------------------------------------------|------------------------------------------|
|                            |                                                    |                                          |



  
CHAIRMAN

  
MEMBER-I

  
MEMBER-II

**CONTRACT AGREEMENT**  
**(Terms and Conditions)**

WHEREAS to hire Consultancy Services for carrying out survey and preparation of BOQs in connection with repair, maintenance and renovation of Office and Residential Buildings of RTO, Peshawar. The First Party, Regional Tax Office, Peshawar hired the service to day \_\_\_\_\_.

AND WHEREAS the Second Party, Service Provider is engaged in the business offering such services through its Contract, concept.

AND WHEREAS on the said representations of the Second Party, the First Party has accepted the offer of the Second Party and agreed to permit the Second Party to provide consultancy services on the terms and conditions recorded hereunder:

**NOW THIS AGREEMENT WITNESSES AS UNDER:**

The Contract is effective from date of signing and valid initially for a period of twenty (20) days, which shall be monitored by the RTO Peshawar.

Both parties are bound to abide by the following terms & conditions of the Contract Agreement:

1. Service Provider shall be bound to start delivery as per detailed schedule of requirements.
2. The Service Provider shall identify the repair, maintenance, replacement and renovation of civil, electrical and mechanical works required in each building and will take accurate measurements of all required work.
3. The Service Provider shall specify best-quality, standard items and materials for each work and will prepare item-wise BOQs and cost estimates so that they can be executed within the sanctioned budget.
4. The Service provider shall abide by the instructions issued by the RTO and others if any for the safeguarding of government exchequer issued by the procuring agency from time to time.
5. The Procuring Agency shall make available to the Service Provider and the Experts, for the purposes of guidance, facilities and property as and when required.
6. In case of breach of contract agreement, the matter shall be referred to the authorized committee for early resolution.
7. RTO reserves the right to cancel this contract at any time due to unsatisfactory performance.

| FIRST PARTY       | SECOND PARTY      |
|-------------------|-------------------|
| Signature _____   | Signature _____   |
| Name _____        | Name _____        |
| Designation _____ | Designation _____ |
| Stamp _____       | Stamp _____       |
| Address _____     | Postal Add _____  |

CHAIRMAN

MEMBER-I

MEMBER-II

## INSTRUCTIONS TO BIDDERS

This Tender document shall be used for submission of Competitive Bidding for Hiring of Consultant for carrying out survey and preparation of BOQs in connection with repair, maintenance and renovation of Office and Residential Buildings of RTO, Peshawar. Interested Bidders can download bidding documents from PPRA's website on or before opening of the bid as scheduled along with submission of bid security of 2% of the estimated cost of bid in shape of pay order / bank draft/CDR to be drawn in the name of DDO Regional Tax Office, Peshawar. Advertisements can also be downloaded from PPRA's website (if applicable). The most advantageous bid shall be accepted as per detailed criteria prepared and made part of applicable documents pertaining to applicable Rules, SROs, Instructions and enforced Policies of the Federal Government.

Negative determination will result in rejection of the Service provider's Proposal, in which event the Procuring Agency will proceed to the next ranked service provider to make a similar determination of that Service provider's capabilities to perform satisfactorily.

Schedule for opening the bids is as below for information of all interested bidders: -

### DATE, TIME & VENUE FOR SUBMISSION OF BIDDING DOCUMENTS

Name of Procuring Agency: RTO, Peshawar.

Last date for submission: 05 / 11 / 2026 at 11:00 AM

Opening Date & Time: 05 / 11 / 2026 at 11:30 AM

Opening Venue: Conference Hall, RTO, Peshawar

Contact Person: Member Departmental Procurement Committee

Phone No: 091-9216401- 9216215



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**TERMS & CONDITIONS FOR CONSULTANT/ SERVICE PROVIDER FOR  
HIRING OF CONSULTANT FOR CARRYING OUT SURVEY AND PREPARATION  
OF BOQs IN CONNECTION WITH REPAIR, MAINTENANCE AND RENOVATION  
OF OFFICE AND RESIDENTIAL BUILDINGS OF RTO, PESHAWAR**

Single Stage-One Envelope Bidding Procedure specified in the Public Procurement Rules, 2004, SROs, Regulations and applicable laws shall be followed.

Each bid shall comprise of one single envelope containing, separately, financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document of PP-Rules, 2004 and EPADS v2.0 regulations.

During the evaluation, no amendments in the proposal shall be permitted.

The bidder should quote rates clearly in proposals for each item inclusive of all applicable federal and provincial taxes.

Cutting & over writing shall not be accepted, and such bid shall straight away be rejected.

Bid Security/Earnest money amounting to 2% of the estimated cost of bid in shape of Pay Order/Demand Draft/CDR to be drawn in favour of Drawing & Disbursing Officer, RTO, Peshawar required to be submitted with proposals. Submission of Cheque or Cash as an earnest money shall not be accepted.

Earnest Money of un-successful bidder shall be returned after award of contract to the successful bidder warranted under PP-Rules, 2004.

Performance Guarantee amounting 10% of the contract amount shall be provided by the successful bidder in shape of Demand draft/pay order/CDR/bank guarantee in the name of DDO, RTO, Peshawar at the time of signing of contract agreement and shall be valid for a period of completion of the contract.

An affidavit on legal stamp paper (original) shall be provided by the bidder that he/she is not blacklisted from any Government/ Semi Government/ Autonomous/ Semi-Autonomous/ Public sectors organization and other institutions.

The Consultant/Service Provider must have experience of Ten (10) years in the relevant business in a government/ semi government/ autonomous/ semi-autonomous sector with documentary proof (detail of contract period and completion etc).

The contract shall be awarded initially for a period of twenty (20) days and may be extended for a further term on the same terms and conditions, subject to the mutual consent of both parties.

Bid shall be submitted inclusive of GST and all other Federal and Provincial applicable taxes.

The Consultant/ Service Provider shall be bound to start services within one day after signing the contract agreement.

The Consultant/ Service Provider shall not charge any extra amount in shape of service charges i.e. transportation and wages etc. No TA/DA or other travelling charges will be paid to the consultant for conducting of surveys, by the Procuring Agency.

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In case of any penalty/ fine imposed by any authority, the Service Provider shall be bound to pay such penalty/ fine. Further, the Service Provider shall also be liable to pay his outstanding dues/penalty/fine in case the contract agreement becomes revoked for any reason. In case of failure to deposit the outstanding liability, the amount shall be recovered/ collected from his performance guarantee already deposited to Procuring Agency.

Negative determination will result in rejection of the Service provider's Proposal, in which event the Procuring Agency will proceed to the next ranked service provider to make a similar determination of that Service provider's capabilities to perform satisfactorily.

In case of non-payment and production of clearance certificate from the claimant, the amount shall be deducted from Performance Guarantee, and dues shall be paid to the concerned authority.

The contract shall be entered into force for a period of twenty (20) days and may be extended for a further term on the same terms and conditions, subject to the mutual consent of both parties. The contract shall not be revoked by the Services Provider. However, the Procuring Agency shall reserve the right to revoke the contract due to unsatisfactory performance or without assigning any reason(s)

The Successful Consultant/ Service Provider shall use only printed invoices showing their NTN, and KPRA and other authorities' registration Number allotted by Federal/ Provincial Authorities (if any). Completion of other legal documents required for running such services shall be the sole responsibility of the Consultant/ Service Provider.

RTO reserves the right to accept or reject any or all bids as per rule-33 of PP-Rules, 2004.



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## Past Experience / Contracts

| Contracts over <i>[insert amount]</i> 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

| <input type="checkbox"/> Not debarred due to deviation from commitment of Bid Securing Declaration- <input type="checkbox"/> 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) |
| <i>[insert year]</i>                                                                                                                                             | <i>[insert amount and percentage]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i><br>Name of Procuring Agency: <i>[insert full name]</i><br>Address of Procuring Agency: <i>[insert street/city/country]</i><br>Reason(s) for nonperformance: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i>                                                            |
| Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements                                                                      |                                       |                                                                                                                                                                                                                                                                                                      |                                                                                   |
| <input type="checkbox"/> 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)             |

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

## 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<br>Currency                           | Exchange rate*<br>(If applicable) | PKR equivalent |
| <i>[indicate calendar year]</i> | <i>[insert amount and indicate currency]</i> |                                   |                |
|                                 |                                              |                                   |                |
|                                 |                                              |                                   |                |
|                                 |                                              |                                   |                |
|                                 |                                              |                                   |                |
|                                 |                                              | 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.