Standard Bidding Document

Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi (Non-Consultancy Services)

National

Single Stage-One Envelope

October 31, 2026

Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO)),Procurement Head
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PROCUREMENT NOTICE

PROCUREMENT OF NON-CONSULTANCY SERVICES

1. The **Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the "**Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi**" with the reference of **"P177876"**

2. The **Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO))** invites Bids through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Non-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 Bids must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit, Bank Guarantee** 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/177876**.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Wednesday, November 11, 2026 02:00 PM**. E-bids will be opened on the same day at **Wednesday, November 11, 2026 02:30 PM**. Manual submission of Bids shall not be entertained. Those vendors who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

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

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Instructions to Bidders

A. Introduction

1. **Scope of Bids**

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

2. **Source of Funds**

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

3. **Fraud & Corruption**

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

4. **Eligible Bidders**

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

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

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

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

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

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

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

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

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

4.1.8.1. its professional conduct; or

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

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

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

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

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

5. **Qualification of the Bidder**

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

B. Bidding Documents

6. **Contents of Standard Bidding Document**

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

Section I -Invitation to Bid
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV Evaluation Criteria, Specifications, Schedule of Requirements, and Technical Specifications.
Section V Fraud & Corruption
Section VI General Conditions of Contract (GCC)
Section VII Special Conditions of Contract (SCC)
Section VIII Contract Forms

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

7. **Clarifications**

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

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

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

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

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

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

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

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

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

7.6. To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.
No change in the prices or substance of the bid shall be sought, offered, or

permitted.

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

7.6.1. evaluation & qualification criteria;

7.6.2. required scope of work or specifications;

7.6.3. all securities requirements;

7.6.4. tax requirements;

7.6.5. terms and conditions of bidding documents; and

7.6.6. change in the ranking of the bidders.

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

8. **Amendment of Bidding documents**

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

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

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

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

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

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

C. Preparation of Bids

9. Documents Constituting the Bids

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

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

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

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

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

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

9.1.6. Any other document required in the BDS.

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

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

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

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

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

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

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

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

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

12. **Form of Bid**

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

13. **Bids Prices**

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

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

to be included in the prices of other items.

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

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

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

14. **Price Adjustment**

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

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

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

15. **Bids Currencies**

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

16. **Bid Validity Period**

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

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

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

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

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

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

17.4.1. the expiry of the Bid Security;

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

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

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

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

17.5.1. if a bidder:

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

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

17.5.2. in the case of a successful bidder fails:

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

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

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

18. **Alternative Bids by Bidders**

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

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

19. **Withdrawal, Substitution, and Modification of Bids**

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

20. **Format and Signing of Bids**

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

D. Submission of Bids

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

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

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

E. Opening and Evaluation of Bids

22. **Opening & Evaluation of Bids by the Procurement Cell**

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

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

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

24. **Third Party Validation**

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

25. External Bid Evaluation Committee

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

26. Opening of Bids

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

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

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

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

27. Confidentiality

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

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

28. **Preliminary Examination of Bids**

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

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

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

28.1.3. is accompanied by the required securities; and

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

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

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

29. **Examination of Terms and Conditions, Technical Evaluation**

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

been met without material deviation or reservation.

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

30. **Correction of Errors**

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

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

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

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

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

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

31. **Conversion to Single Currency**

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

32. **Evaluation of Bids**

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

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

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

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

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

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

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

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

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

33. **Determination of Most Advantageous Bids**

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

34. **Abnormally Low Financial Bids**

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

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

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

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

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

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

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

35. **Rejection of Bids**

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

36. **Cancellation of procurement**

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

37. **Single Responsive Bid**

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

38. **Alternate Dispute Resolution (ADR)**

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

39. **Arbitration Clause**

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

40. **Fee of the Arbitrator**

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

41. **Socio-economic development**

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

42. **Environmental objectives**

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

F. Award of Contract

43. **Appointment of Contract Manager**

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

44. **Criteria of Award**

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

45. **Procuring Agency’s Right to reject All Bids**

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

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

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

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

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

47. **Notification of Award**

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

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

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

48. **Signing of Contract**

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

49. **Performance Guarantee**

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

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

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

50. **Advance Payment**

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

51. **Arbitration**

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

52. **Corrupt & Fraudulent Practices**

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

G. Grievance Redressal & Complaint Review Mechanism

53. **Constitution of Grievance Redressal**

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

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

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

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

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

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

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

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

H. Blacklisting/ Debarment

55. **Procedure for Blacklisting/Debarment**

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

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Bid Data Sheet

Bids Data Sheet (BDS)

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

BDS Clause Number
ITB Number
Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. Introduction

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO))**

The subject of procurement is: **Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi**

Expected commencement date: **Monday, November 30, 2026**

BDS Clause Number 2
ITB Number 2.1

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

Name and identification number of the Contract: **P177876**

BDS Clause Number 3
ITB Number 4.6

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**

B. Bidding Documents

BDS Clause Number 4
ITB Number 7.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Sunday, November 8, 2026

BDS Clause Number 5
ITB Number 8.1

Any addendum, in case issued, shall be published on **Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO))** website and on **EPADS v2.0**.

BDS Clause Number 6
ITB Number9.1

List of documents required along with the bid:

1. Complete Company Profile/Credentials duly supported with relevant documentary evidence.

2. The bidder must be registered with the Pakistan Engineering Council (PEC) with valid registration in category C-6.

3. The bidder shall submit valid Income Tax registration with the (FBR) and valid Sales Tax registration with the Sindh Revenue Board (SRB) and must be listed on the Active Taxpayers List (ATL) of the FBR for Income Tax and of the SRB for Sales Tax.

4. The Bidder shall have successfully Completed least 01 (One) similar contracts during the last 07 (Seven) years, in Building Repair and Maintenance, duly supported by LOA/Work Order/Contract Agreement, Scope of Work, and Schedule of Manpower/Staff.

5. The Bidder shall have at least 01 (One) similar On-going/In-hand contract in Building Repair and Maintenance, duly supported by the LOA/Work Order/Contract Agreement, Scope of Work, and Schedule of Manpower/Staff.

6. Bidder must submit an original affidavit on stamp paper/e-stamp paper duly verified stating that the Bidder is not blacklisted by any Government / Autonomous Body.

BDS Clause Number 7
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 8
ITB Number 7.6

Services and Their related documents:
See section Required Services and Scope of Work

BDS Clause Number 9
ITB Number 13.1 & 13.2

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

BDS Clause Number 10
ITB Number 7.6.2

Specifications:

see section of specifications.

C. Preparation of Bids

BDS Clause Number 11
ITB Number 13.5

The price shall be **Fixed**.

BDS Clause Number 12
ITB Number 15.1

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

BDS Clause Number 13
ITB Number 16.1

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

BDS Clause Number 14
ITB Number 17.1

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **Pakistan Real Estate**

Investment and Management Company(pvt)Limited (PRIMACO)
The Bid Security shall be in the form of: **Pay Order, Call at Deposit, Bank Guarantee**

BDS Clause Number 15
ITB Number 17.3

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

BDS Clause Number 16
ITB Number 18.1

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

D. Submission of Bids

BDS Clause Number 17
ITB Number 21.1

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

2nd Floor, EOBI House, G-10/4, Islamabad Capital Territory

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

The deadline for Bids submission is: **Wednesday, November 11, 2026 02:00 PM**

E. Opening and Evaluation of Bids

BDS Clause Number 18
ITB Number 26.1

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

Day *:* ***Wednesday***

Date: ***Wednesday, November 11, 2026***

Time *:* ***02:30 PM***

BDS Clause Number 19
ITB Number 32.1

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

F. Award of Contract

BDS Clause Number 20
ITB Number 49.1

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

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

BDS Clause Number 21
ITB Number 51.1

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

G. Review of Procurement Decisions

BDS Clause Number 22
ITB Number 53.1

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

Eligibility Criteria

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

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

Eligibility Criteria	Document
Complete Company Profile/Credentials duly supported with relevant documentary evidence.	Yes
The bidder must be registered with the Pakistan Engineering Council (PEC) with valid registration in category C-6.	Yes
The bidder shall submit valid Income Tax registration with the (FBR) and valid Sales Tax registration with the Sindh Revenue Board (SRB) and must be listed on the Active Taxpayers List (ATL) of the FBR for Income Tax and of the SRB for Sales Tax.	Yes

The Bidder shall have successfully Completed least 01 (One) similar contracts during the last 07 (Seven) years, in Building Repair and Maintenance, duly supported by LOA/Work Order/Contract Agreement, Scope of Work, and Schedule of Manpower/Staff.	Yes
The Bidder shall have at least 01 (One) similar On-going/In-hand contract in Building Repair and Maintenance, duly supported by the LOA/Work Order/Contract Agreement, Scope of Work, and Schedule of Manpower/Staff.	Yes
Bidder must submit an original affidavit on stamp paper/e-stamp paper duly verified stating that the Bidder is not blacklisted by any Government / Autonomous Body.	Yes

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Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi	**Address:** EOBI House (Ex-Awami Markaz) Karachi **Schedule:** 365 Days **Quantity:** 07/person	7/person	200000 PKR

Related Services :

No

Services Specifications

Positions Without Lots :

Position: Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi

Specifications / Requirements:

1. GENERAL The Service Provider shall provide skilled/semi-skilled manpower, supervision, tools, equipment, PPE and related services for the repair, maintenance and upkeep of EOBI House (Ex-Awami Markaz), Karachi. The scope shall include, but not be limited to, the following: 2. SCOPE OF SERVICES A. Electrical Works Inspection, troubleshooting and repair of electrical installations. Repair/replacement of switches, sockets, breakers, lights, fans, wiring and accessories. Maintenance of distribution boards and minor electrical installation/modification works. Attending electrical faults, breakdowns and emergencies. B. Air-Conditioning Operation, inspection and preventive/corrective maintenance of split, package and other AC systems. Cleaning and servicing of filters, coils, condensers and evaporators. Troubleshooting of electrical, mechanical and refrigerant-related faults. Gas charging, leak detection and minor component replacement. C. Plumbing & Sanitary Works Repair and maintenance of water supply, drainage and sanitary systems. Repair/replacement of taps, valves, pipes, fittings and sanitary fixtures. Rectification of leakages, blockages and drainage issues. Maintenance of pumps, tanks and associated installations. D. Carpentry, Mechanical & Allied Works Carpentry, joinery and aluminium works, including repair/replacement of doors, windows, locks and hardware. Minor repair and maintenance of pumps, motors and other mechanical equipment. Welding, fabrication and repair of gates, railings, grills and other metalwork. Assistance in generator maintenance and other allied building maintenance services. E. Generator (Genset) Services Operation and monitoring of generator sets, including start-up, changeover and shutdown. Daily checks of fuel, oil, coolant, battery, belts and control panel, with proper logbook maintenance. Routine and preventive maintenance, including oil/filter changes and servicing of cooling and fuel systems. Troubleshooting and minor repair of generator, ATS/changeover and associated electrical/mechanical faults. Reporting of fuel consumption, running hours and defects requiring major repairs to PRIMACO/EOBI. 3. PREVENTIVE MAINTENANCE The Service Provider shall conduct scheduled inspections and preventive maintenance of building services and equipment and identify and rectify defects before they result in major breakdowns. 4. BREAKDOWN & EMERGENCY SERVICES The Service Provider shall attend routine, urgent and emergency complaints during working hours and, where required, beyond normal working hours. Complaints affecting electrical supply, water supply, sanitation, access, safety or essential building operations shall be attended on priority basis. 5. MANPOWER DEPLOYMENT The Service Provider shall deploy the following minimum manpower, as required for the operation and maintenance of the building: Supervisor – 01 No. Industrial Electrician/Genset Operator – 02 Nos. Plumber – 01 No. Carpenter/Fitter – 01 No. AC Technician – 01 No. Skilled Labour/Helper – 01 No. The services shall be provided on a three (03)-shift basis. Shift timings and manpower deployment shall be as determined by the Employer according to operational requirements. The Employer may, at its discretion, increase, decrease, add or modify the manpower, scope of services, locations and duty

schedules according to operational requirements. 6. WEARING OF UNIFORMS All personnel of the Service Provider shall wear clean and proper uniforms while on the Employer's premises. Uniforms shall be provided by the Service Provider at its own cost and shall prominently display the name/logo of the Service Provider for identification. 7. TOOLS, EQUIPMENT & SAFETY The Service Provider shall provide all routine tools, tackles, testing instruments, PPE and equipment required for execution of the services. All works shall comply with applicable safety requirements, good engineering practices and the instructions of the Engineer/authorized representative of EOBI. PENAL DEDUCTIONS FOR SHORT ATTENDANCE/PERFORMANCE The Employer's Representative shall be authorized to make deductions from the Service Provider's monthly bills for short attendance or unsatisfactory performance. For short attendance, a deduction equivalent to 1.5 days' basic wage per absentee per day shall be made. 8. COMPLAINT REGISTER The Service Provider shall maintain a complaint register at the building for recording complaints received from building users, details of the action taken, date/time of attendance and status of rectification. The register shall be made available to the Employer's Representative for inspection and monitoring. Performance of the Services Provider The performance of the SERVICES PROVIDER will be judged both in respect of quality of services as well as the availability of equipment and the presence of the SERVICES PROVIDER ’S staff at the site for rendering of services as per the contract.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Scope of Work

1. GENERAL

The Service Provider shall provide skilled/semi-skilled manpower, supervision, tools, equipment, PPE and related services for the repair, maintenance and upkeep of EOBI House (Ex-Awami Markaz), Karachi. The scope shall include, but not be limited to, the following:

2. SCOPE OF SERVICES

A. Electrical Works

Inspection, troubleshooting and repair of electrical installations.
Repair/replacement of switches, sockets, breakers, lights, fans, wiring and accessories.
Maintenance of distribution boards and minor electrical installation/modification works.
Attending electrical faults, breakdowns and emergencies.

B. Air-Conditioning

Operation, inspection and preventive/corrective maintenance of split, package and other AC systems.
Cleaning and servicing of filters, coils, condensers and evaporators.
Troubleshooting of electrical, mechanical and refrigerant-related faults.
Gas charging, leak detection and minor component replacement.

C. Plumbing & Sanitary Works

Repair and maintenance of water supply, drainage and sanitary systems.
Repair/replacement of taps, valves, pipes, fittings and sanitary fixtures.

Rectification of leakages, blockages and drainage issues.
Maintenance of pumps, tanks and associated installations.

D. Carpentry, Mechanical & Allied Works

Carpentry, joinery and aluminium works, including repair/replacement of doors, windows, locks and hardware.
Minor repair and maintenance of pumps, motors and other mechanical equipment.
Welding, fabrication and repair of gates, railings, grills and other metalwork.
Assistance in generator maintenance and other allied building maintenance services.

E. Generator (Genset) Services

Operation and monitoring of generator sets, including start-up, changeover and shutdown.
Daily checks of fuel, oil, coolant, battery, belts and control panel, with proper logbook maintenance.
Routine and preventive maintenance, including oil/filter changes and servicing of cooling and fuel systems.
Troubleshooting and minor repair of generator, ATS/changeover and associated electrical/mechanical faults.
Reporting of fuel consumption, running hours and defects requiring major repairs to PRIMACO/EOBI.

3. PREVENTIVE MAINTENANCE

The Service Provider shall conduct scheduled inspections and preventive maintenance of building services and equipment and identify and rectify defects before they result in major breakdowns.

4. BREAKDOWN & EMERGENCY SERVICES

The Service Provider shall attend routine, urgent and emergency complaints during working hours and, where required, beyond normal working hours. Complaints affecting electrical supply, water supply, sanitation, access, safety or essential building operations shall be attended on priority basis.

5. MANPOWER DEPLOYMENT

The Service Provider shall deploy the following minimum manpower, as required for the operation and maintenance of the building:

Supervisor – 01 No.
Industrial Electrician/Genset Operator – 02 Nos.
Plumber – 01 No.
Carpenter/Fitter – 01 No.
AC Technician – 01 No.
Skilled Labour/Helper – 01 No.

The services shall be provided on a three (03)-shift basis. Shift timings and manpower deployment shall be as determined by the Employer according to operational requirements.

The Employer may, at its discretion, increase, decrease, add or modify the manpower, scope of services, locations and duty schedules according to operational requirements.

6. WEARING OF UNIFORMS

All personnel of the Service Provider shall wear clean and proper uniforms while on the Employer's premises. Uniforms shall be provided by the Service Provider at its own cost and shall prominently display the name/logo of the Service Provider for identification.

7. TOOLS, EQUIPMENT & SAFETY

The Service Provider shall provide all routine tools, tackles, testing instruments, PPE and equipment required for execution of the services. All works shall comply with applicable safety requirements, good engineering practices and the instructions of the Engineer/authorized representative of EOBI.

8. PENAL DEDUCTIONS FOR SHORT ATTENDANCE/PERFORMANCE

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

The Employer's Representative shall be authorized to make deductions from the Service Provider's monthly bills for short attendance or unsatisfactory performance.

For short attendance, a deduction equivalent to 1.5 days' basic wage per absentee per day shall be made.

9. COMPLAINT REGISTER

The Service Provider shall maintain a complaint register at the building for recording complaints received from building users, details of the action taken, date/time of attendance and status of rectification. The register shall be made available to the Employer's Representative for inspection and monitoring.

10. Performance of the Services Provider

The performance of the SERVICES PROVIDER will be judged both in respect of quality of services as well as the availability of equipment and the presence of the SERVICES PROVIDER ’S staff at the site for rendering of services as per the contract.

Brief Description

The Service Provider shall provide skilled and semi-skilled manpower, supervision, tools, equipment, PPE and related services for the repair, maintenance and upkeep of EOBI House (Ex-Awami Markaz), Karachi. The services shall include routine, preventive and corrective maintenance of electrical installations, air-conditioning systems, plumbing and sanitary works, carpentry, aluminium, mechanical, welding/fabrication and generator/genset systems. The Service Provider shall attend routine, urgent and emergency breakdowns and complaints, maintain relevant logbooks and complaint registers, and ensure proper operation and maintenance of building services.

The Service Provider shall deploy the required manpower on a three-shift basis as specified by the Employer. All works shall be carried out in accordance with applicable safety requirements, good engineering practices and the instructions of the Employer/Engineer. The Employer may modify the scope, locations, manpower and duty schedules according to operational

requirements.

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]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General

1. **Definitions**

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

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

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

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

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

1.1.5. “Ancillary Services” means those services ancillary to the provision of Services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract;

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

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

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

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

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

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

1.1.12. “Government” means the Government of Pakistan;

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

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

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

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

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

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

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

2. **Applicable Law**

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

3. **Language**

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

4. **Notices**

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

5. **Location**

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

6. **Authorized Representatives / Authority of Member in charge**

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

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

7. **Effectiveness of Contract**

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

8. **Commencement of Services**

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

9. **Program schedule**

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

10. **Starting Date/Expiration Date**

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

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

11. **Entire Agreement**

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

12. **Modification**

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

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

13. **Force Majeure**

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

13.2. **No Breach of Contract**
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

13.3. **Extension of Time**

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

13.4. **Payments**

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

14. **Termination**

14.1. **By the Procuring Agency**

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

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

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

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

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

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

14.2. **By the Contractor**

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

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

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

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

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

C. Obligations of the Contractor

15. **General**

15.1. **Standard of Performance**

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

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

15.2. **Law Applicable to Services**

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

16. **Conflict of Interests**

16.1. **Contractor Not to Benefit from Commissions and Discounts**

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

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

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

16.3. **Prohibition of Conflicting Activities**

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

16.3.1. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

16.3.2. during the term of this Contract, neither the Contractor nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

16.3.3. after the termination of this Contract, such other activities as may be specified in the **SCC.**

17. **Insurance to be Taken Out by the Contractor**

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

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

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

18.1.1. appointing such members of the Personnel not provided by the Contractor;

18.1.2. changing the Program of activities; and

18.1.3. any other action that may be specified in the **SCC.**

19. **Reporting Obligations**

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

20. **Liquidated Damages**

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

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

20.3. **Lack of performance penalty**

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

21. **Performance Guarantee**

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

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

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

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

22. **Sustainable Procurement**

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

D. Contractor's Personnel

23. **Description of Personnel**

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

24. **Removal and / or Replacement of Personnel**

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

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

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

E. Obligations of the Procuring Agency

25. **Change in the Applicable Law**

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

26. **Services and Facilities**

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

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

F. Payments to the Contractor

27. **Contract Price**

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

28. **Terms and Conditions of Payment**

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

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

29. **Quality Control Identifying Defects**

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

30. **Correction of Defects, and Lack of Performance Penalty**

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

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

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

31. **Settlement of Disputes Amicable Settlement**

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

32. **Dispute Settlement**

32.1. **Arbitration**

32.1.1. **Alternate Dispute Resolution (ADR),** After coming into force of the procurement contracts, disputes, between the parties to the contract may be settled by one or more alternate dispute resolution methods including
Arbitration. Where an Alternate Dispute Resolution process other than Arbitration may not lead to an amicable settlement of dispute, Arbitration shall be resorted to.

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

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

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

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

Definitions

The Procuring Agency is: Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO)), Procurement Head 2nd Floor, EOBI House, G-10/4, Islamabad Capital Territory

Contractor is:

The title of the subject procurement is:Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi

Number of GC Clause 2

Applicable/Governing Law:

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

Number of GC Clause 3

Language:

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

Number of GC Clause 4

Notices:

The addresses for the notices are:

Procuring Agency:

Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO)), Procurement Head
2nd Floor, EOBI House, G-10/4, Islamabad Capital Territory
+92-332-915-1852
am.contracts@primaco.com.pk

Contractor/ Bidder:

[Name, address and telephone number].

The Contractor/ Bidder's Representative(s)

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

Number of GC Clause 6.1

The Authorized Representatives are:

For the Procuring Agency:

Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO)), Procurement Head
2nd Floor, EOBI House, G-10/4, Islamabad Capital Territory
+92-332-915-1852
am.contracts@primaco.com.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 7

Effectiveness of the contract

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

Number of GC Clause 8

Commencement of Contract:

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

Number of GC Clause 10.2

Expiration of Contract:

The time period shall be …….

Number of GC Clause 14

Termination

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

Number of GC Clause 16

Conflict of Interest:

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

Number of GC Clause 20

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 21

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Pakistan Real Estate Investment and Management Company (pvt) Limited (PRIMACO)**

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

Number of GC Clause 27

Currency of Payment:

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

Number of GC Clause 28

Payment terms:

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

Number of GC Clause 29

Identifying Defects:

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

Number of GC Clause 31

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days

following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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

Arbitrator's fee:

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

Appointing Authority for Arbitrator:

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

Rules of procedure for arbitration proceedings:

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

Place of Arbitration and Award:

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

Bid Securing Declaration

Form 9: Bid Securing Declaration

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

Bid No.:***P177876***

To: **Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO)), Procurement Head 2nd Floor, EOBI House, G-10/4, Islamabad Capital Territory**

We, the undersigned, declare that:

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

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

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

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

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

Contract Form

SECTION IX: CONTRACT FORMS

THIS AGREEMENT made the _____ day of _____ 20_____ between **Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO)), Procurement Head 2nd Floor, EOBI House, G-10/4, Islamabad Capital Territory**

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

WHEREAS the Procuring Agency invited Bids for provision of goods, viz., **Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi (*P177876*)** and has accepted a Bids by the Bidder for the provision of Services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-

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

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

4. The Procuring Agency hereby covenants to pay the Bidder in consideration of the provision of Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO)), Procurement Head 2nd Floor, EOBI House, G-10/4, Islamabad Capital Territory**

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

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Financial Bid

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Bid** (page number: 77)

Complete Bidding Documents including Eligibilty Criteria, SOW, Financial Bid and COC

Information (Read-Only)

See Form Under Additional Forms and Documents: **Complete Bidding Documents including Eligibilty Criteria, SOW, Financial Bid and COC** (page number: 79)

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY
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Additional Forms and Documents

Form 2: Price Schedule

Summary of Price Schedules

[This form shall be printed on bidder's letterhead]

Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi

S.N	Services Description	Qty/Unit	Total Monthly Cost Inclusive of all taxes (PKR)	Total Annual Cost Inclusive of all taxes (PKR)
1.	**Supervisor**	01 No.		
2.	**Industrial Electrician/Genset Operator**	02 Nos.		
3.	**Plumber**	01 No.		
4.	**Carpenter/Fitter**	01 No.		
5.	**AC Technician**	01 No.		
6.	**Skilled Labor/Helper**	01 No.		
Total Annual Cost of Services inclusive of Taxes		07 Nos.		

Important Notes:

1. The above Schedule shall be completed by consolidating the corresponding bid prices quoted by the Bidder in the Price Schedule Forms provided on the succeeding pages, i.e., Form 2.1.
2. The required manpower/staff for the Services is specified in Sub-Clause 5.5 of Section V: Schedule of Requirements/TOR.
3. Evidence of Monthly Wage payments through banking channel to be submitted to the Employer each month.
4. The quoted rates shall remain subject to arithmetical verification and the determination of applicable taxes in accordance with the opinion/advice of the PRIMACO Tax Consultant.

Price Schedule for Monthly Rate Breakdown per Staff / Personnel (Form 2.1)

[This form shall be printed on bidder's letterhead]

Sr. No.	Description of Staff as per Section – V (sub-Clause 5.5)	Supervisor	Industrial Electrician/Genset Operator	Plumber	Carpenter/Fitter	AC Technician	Skilled Labor/Helper
1.	**Rate/Staff/Month (Rs.)** *(Minimum Wage: The quoted monthly wage shall not be less than Rs. 43,000/- per personnel, in compliance with the applicable Government's Minimum Wage Notification Sindh FY 2026–27).*						
2.	**EOBI subscription per Month (Rs.)** *(5% in compliance with Government's Minimum Wage Notification FY 2026-27).*	Rs. 2,035	Rs. 2,035	Rs. 2,035	Rs. 2,035	Rs. 2,035	Rs. 2,035
3.	**ESSI Subscription per Month (Rs.)** *(6% in compliance with Government's Minimum Wage Notification FY 2026-27).*	Rs. 2,580	Rs. 2,580	Rs. 2,580	Rs. 2,580	Rs. 2,580	Rs. 2,580
4.	**Services Provider Profit (Rs.)** (*Inclusive of contractor's profit, Income Tax, administrative/operational overheads, insurance, uniforms, transportation and etc. required for provision of services).*						
5.	**GST (Rs.)** *(GST shall be charged on the Services provider Profit component only (Sr.No.04), as per prevailing Tax laws).*						
Total Cost per Month (Rs.) – inclusive of Taxes							

Important Notes:

a) Monthly Rate: The Bidder shall quote a separate monthly rate per personnel as above.
b) Minimum Wage: The monthly wage payable to each deployed Manpower/Staff shall not be less than Rs. 43,000/- per person per month, in compliance with the applicable Minimum Wage Notification (Sindh) for FY 2026–27.
c) Salary Payment: The Contractor shall pay the salary/wages of all deployed Manpower/Staff on or before the 5th day of each month through their respective individual bank accounts.
d) Salary Evidence: The Contractor shall submit bank statements/payment evidence, salary sheets and attendance records confirming payment of salaries to all deployed personnel.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PAKISTAN REAL ESTATE INVESTMENT & MANAGEMENT COMPANY (PVT) LTD

(A Wholly Owned Subsidiary of Employee's Old-Age Benefits Institution, Government of Pakistan)

BIDDING DOCUMENTS

Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi

(Single Stage - One Envelop Procedure)

(National Competitive Bidding)

Tender Enquiry No: PRIMACO/P&C/Repair & Maintenance Karachi/10/01/Re/2026

October 2026

HOD (P&C)
PRIMACO Head Office, 2nd Floor, EOBI House
G-10/4, Mauve Area, Islamabad
Tel: 051-9108254-55

SECTION I: INVITATION TO BIDS

Pakistan Real Estate Investment and Management Company (Pvt) Ltd – PRIMACO on behalf of EOBI (Government of Pakistan)

Subject of Procurement: **Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi**

1. This Invitation to Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) *Tender Enquiry No: PRIMACO/P&C/Repair& Maintenance Karachi/10/01/Re/2026* for the subject Services/Procurement, which is planned to appear on Website of PRIMACO & PPRA and vide PPRA EPADS on **31st October 2026.**

2. The Procuring Agency has reserved the funds for the procurement planned during the financial years 2026-27. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the subject contract(s).

3. Pakistan Real Estate Investment & Management Company (Pvt) Ltd - PRIMACO on behalf of EOBI (Government of Pakistan) now invites **e-bids** from interested and eligible bidders for subject procurement. The bidding shall be conducted in line with the ***Single Stage One Envelope*** procedure of the Public Procurement Rules 2026 and ***Least Cost Selection*** method as envisaged under Public Procurement Rules and Regulations, or Instructions as indicated in Standard Bidding Document issued by the Authority (from time to time), and is open to all potential bidders through PPRA EPAD System (www.epads.gov.pk).

4. Bidders are requested to get registered on Public Procurement Regulatory Authority (PPRA) EPADS System (www.epads.gov.pk) to participate in the aforesaid bidding process.

5. The bidding shall be conducted in line with the Single Stage One Envelope procedure of the Public Procurement Rules 2026 and Least Cost Selection method as envisaged under Public Procurement Rules and Regulations, or Instructions as indicated in Standard Bidding Document issued by the Authority (from time to time), and is open to all potential bidders through PPRA EPADS System (www.epads.gov.pk).

6. Bidding document containing detailed terms & conditions for the aforesaid Procurement may be downloaded from PPRA's website i.e. (www.ppra.org.pk), PRIMACO website (http://www.primaco.com.pk/tender.php) and also from PPRA's EPAD system (www.epads.gov.pk), at a Tender Fee of **Rs. 5,000/-** (Non-Refundable) and Bid Security of **Rs. 200,000**/- (Refundable) in shape of Bank Draft / Pay Order / Bank Guarantee (as per prescribed format) in favor of PRIMACO Islamabad (NTN:2795350-5) at below footer stated address before the Bid Submission date and time. Late delivered Bid/Tender Fee will lead to Non-Responsive of the Bid and scanned Copy of the same shall be attached with Bid to be uploaded on EPADS.

7. Bidders are required to submit their e-Bid through PPRA EPAD System (www.epads.gov.pk) as per following schedule:-

e-Bids Submission Date & Time	11th November 2026 at 1400 hours
e-Bids Opening Date & Time	11th November 2026 at 1430 hours

8. Substance of the Bid will be considered which are submitted via EPAD System (www.epads.gov.pk). In case Government announces any public holiday, Bids through EPADS system will be publicly opened/decrypted on next working day on same time at footer stated address in the presence of the participating companies/ their authorized representatives, who may choose to be present.

9. The documentary evidence of the Bidder's qualifications to perform the contract and meets the qualification criteria specified in Bid Data Sheet (BDS) Clause No. 13.3(b).

HOD (P&C)
PRIMACO Head Office, 2nd Floor, EOBI House
G-10/4, Mauve Area, Islamabad
Tel: 051-9108254-5

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts.
These instructions are supplemented by Bid Data Sheet in following Section III.

A. Introduction		
1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the provision of Services as specified in the BDS and **Section V – Schedule of Requirements/ToR**. The successful Bidders will be expected to deliver the Services within the specified period and timeline(s) as stated in the **BDS**.
2. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. *(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).*
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

	3.5	The invitation for Bids is open to all prospective Service Provider, firms or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	*A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.* A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) 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 Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.

	3.8	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder 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 Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The firm, Service Provider and SERVICE PROVIDER is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
4. Eligible Services and Related supplementary Services	4.1	All Services and related supplementary services to be rendered under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such Services and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the Services are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be rendered.

	4.3	The nationality of the Service Provider that supplies, assembles, distributes, or sells the Services and services shall not determine the origin of the Services.
	4.4	To establish the eligibility of the Services and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the firm of the Services to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the Services indicated in its Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-SERVICE PROVIDER while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
	5.3	A person or a firm cannot be a sub-SERVICE PROVIDER with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, 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. Bidding Documents		
7. Contents of Bidding Documents	7.1	The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: **Section I -** Invitation to Bids **Section II** - Instructions to Bidders (ITBs) **Section III** - Bid Data Sheet (BDS) **Section IV** - Eligible Countries **Section V** - Schedule of Requirements/ToR **Section VI** – Standard Form (Response Schedules) **Section VII** - General Conditions of Contract (GCC) **Section VIII** - Special Conditions of Contract (SCC) **Section IX** - Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS.
	7.4	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.

	7.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 23.1.** However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 9**.
	8.5	If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Document	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.

	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to **ITB 7.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids: Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.
C. Preparation of Bids		
10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and Sample(s) Constituting the Bid	11.1	11.1 The Bid prepared by the Bidder shall constitute the following components: - **a)** Form of Bid and Bid Prices completed in accordance with **ITB 14** and **15**; **b)** Details of the Sample(s) where applicable and requested in the **BDS**. **c)** Documentary evidence established in accordance with **ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process; **d)** Documentary evidence established in accordance with **ITB 13.3(a)** that the Bidder has been authorized by the firm to deliver the Services into Pakistan, where required; **e)** Documentary evidence established in accordance with **ITB 12** that the Services and related supplementary services to be rendered by the Bidder are eligible Services and services, and conform to the Bidding Documents; **f)** Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**; **g)** Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and **h)** Any other document required in the **BDS**.
	11.2	Where a sample(s) is required by a procuring agency, the sample shall be: a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; b) carriage paid; c) received on, or before, the closing time and date for the submission of bids; and d) evaluated to determine compliance with all characteristics listed in the BDS.
	11.3	The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)- a) do(es) not conform to all characteristics prescribed in the bidding documents; and b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	11.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the Services being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.

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	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Services and Related Services and Conformity to Bidding Documents	12.1	Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all Services and related supplementary services which the Bidder proposes to render.
	12.2	The documentary evidence of the eligibility of the Services and related services shall consist of a statement in the Price Schedule of the country of origin of the Services and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the Services and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical specifications and performance characteristics of the Services; b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Services and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS.
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of Services, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Services during the period **specified in the BDS** following commencement of the use of the Services by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to **ITB 12.3(c)** above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	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.

13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section 4 titled as **"Eligible Countries"**.
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: a) in the case of a Bidder offering to deliver Services under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Services' Firm or producer to deliver the Services in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the **qualification criteria specified in BDS**. c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s): Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.

	15.4	The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Services it proposes to deliver under the contract.
	15.6	Prices proposed on the Price Schedule for Services and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: - ***a) For Services: -*** i. the price of the Services, quoted as per applicable INCOTERMS as specified in the BDS ii. all customs duties, sales tax, and other taxes applicable on Services or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and ***b) For Related Services*** i. The price of the related services, and ii. All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	15.7	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	15.8	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.

16. Bid Currencies	16.1	Prices shall be quoted in the following currencies: a) For Services and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS. b) For Services and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of Services and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to **ITB 16.1.**
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with **ITB 18** in all respects.

	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
18. Bid Security or Bid Security Declaration	18.1	Pursuant to **ITB 11**, unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its Bid, a Bid Security in form of fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the **BDS** or Bid Securing Declaration as specified in the BDS in the format provided in **Section VI (Standard Forms)**.
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.9**.
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the **BDS**
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in **Section VI (Standard Forms)** or another form approved by the Procuring Agency prior to the Bid submission
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.9** are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 18.1** or **18.3** shall be rejected by the Procuring Agency as non- responsive, pursuant to **ITB 28**.

	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: a) the expiry of the Bid Security; b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents; c) the rejection by the Procuring Agency of all Bids; d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate that no such withdrawal is permitted
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42
	18.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: *a) if a Bidder:* i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii) does not accept the correction of errors pursuant to ITB 30.3; or *b) in the case of a successful Bidder, if the Bidder fails:* i) to sign the contract in accordance with ITB 41; or ii) to furnish performance security (or guarantee) in accordance with **ITB 42.**
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in Schedule of Requirements/ToR. Alternatives will not be considered, unless specifically allowed for in the **BDS**. If so allowed, **ITB 19.2** shall prevail.
	19.2	When alternative schedule for delivery of Services is explicitly invited, a statement of that effect will be included in the **BDS** as will the method for evaluating different schedule for delivery of Services.

	19.3	If so allowed in the **BDS**, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with **ITB 20.1** shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS, clearly marking each "ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
D. Submission of Bids		
22. Sealing and Marking of Bids	22.1	In case of ***Single Stage One Envelope Procedure***, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. **Note:** *The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-36 of PPR-2004*

	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address given in the BDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 23.1**.
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.
	22.4	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address provided in the Bidding Data; b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to **ITB 23.1**. c) In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause **ITB.24**
	22.5	If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
23. Deadline for Submission of Bids	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the **BDS**.
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with **ITB 9**, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.

24. Late Bids	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23.
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22.
E. Opening and Evaluation of Bids		
26. Opening of Bids	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.

	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un- read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24.
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.

	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31.
	28.3	28.3 The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder

	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	29.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.

	29.4	29.4 The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –* *a. Submit the number of copies of signed bids required by the invitation;* *b. Furnish required information concerning the number of its employees;* *c. the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
	29.5	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.

30. Examination of Terms and Conditions; Technical Evaluation	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with **ITB 22**, to confirm that all requirements specified in **Section V – Schedule of Requirements/ToR,** of the Bidding Documents have been met without material deviation or reservation.
		If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 29**, it shall reject the Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) 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; b) 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 c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 18.9.**
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS**.
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29.
	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	The Procuring Agency's evaluation of a Bid will take into account: a) in the case of Services rendered by local firm in Pakistan or Services from foreign origin firm already registered in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the Services if a contract is awarded to the Bidder; b) in the case of Services of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the Services if the contract is awarded to the Bidder; and
		In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5: i. Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the Services to their final destination. ii. delivery schedule offered in the Bid; iii. deviations in payment schedule from that specified in the Special Conditions of Contract; iv. the cost of components, mandatory spare parts, and service; v. other specific criteria indicated in the TBS and/or in the Technical Specifications.

	33.5	For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS: *a) Delivery schedule.* i) The Services covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements/ToR. *b) Deviation in payment schedule.* i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. The Procuring Agency will not consider the alternative payment schedule offered by the Bidder. *c) Specific additional criteria.* Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **BDS** and/or the Technical Specifications.
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the **BDS**.
34. Domestic Preference	34.1	If the **BDS** so specifies, the Procuring Agency will grant a margin of preference to certain Services in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.

	35.2	The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons: i) Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the Services to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or ii) Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the Services: In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS. In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.

	36.2	Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-qualification process. The following process shall apply: a) The Procuring Agency may reject a Bid if the Procuring Agency has determined that the price in combination with other constituent elements of the Bid is abnormally low in relation to the subject matter of the procurement (i.e. scope of the procurement or ancillary services) and raises concerns as to the capability and capacity of the respective Bidder to perform that contract; b) Before rejecting an abnormally low Bid the Procuring Agency shall request the Bidder an explanation of the Bid or of those parts which it considers contribute to the Bid being abnormally low; take account of the evidence provided in response to a request in writing; and subsequently verify the Bid or parts of the Bid being abnormally low; c) The decision of the Procuring Agency to reject a Bid and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the Bidder concerned; d) The Procuring Agency shall not incur any liability solely by rejecting abnormally Bid; and e) An abnormally low Bid means, in the light of the Procuring Agency's estimate and of all the Bids submitted, the Bid appears to be abnormally low by not providing a margin for normal levels of profit. *Guidance for Procuring Agency:* In order to identify the Abnormally Low Bid (ALB) following approaches can be considered to minimize the scope of subjectivity: i) Comparing the bid price with the cost estimate; ii) Comparing the bid price with the bids offered by other bidders submitting substantially responsive bids; and iii) Comparing the bid price with prices paid in similar contracts in the recent past either government- or development partner-funded.
	36.3	The Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the most advantageous Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB 13.3.

	36.4	The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate. Factors not included in these Bidding Documents shall not be used in the evaluation of the Bidders' qualifications.
	36.5	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. *Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
F. Award of Contract		
37. Criteria of Award	37.1	Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a. eligible in accordance with the provisions of ITB 3; b. is determined to be qualified to perform the Contract satisfactorily; and c. Successful negotiations have been concluded, if any.
38. Negotiations	38.1	Negotiations may be undertakenwith the Most Advantageous Bid relating to the following areas: a. a minor alteration to the technical details of the statement of requirements; b. reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents; c. a minor amendment to the special conditions of Contract; d. finalizing payment arrangements; e. delivery arrangements; f. the methodology for provision of related services; or g. clarifying details that were not apparent or could not be finalized at the time of Bidding;

	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39. Procuring Agency's Right to reject All Bids	39.1	Notwithstanding ITB 37, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of Services or related services originally specified in these Bidding Documents (Schedule of Requirements/ToR) provided this does not exceed by the percentage indicated in the **BDS**, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic 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 Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 43** and signing of the contract in accordance with **ITB 42.2**.
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 43**, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to **ITB 18.7**.
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.

	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: a) certified cheque, cashier's or manager's cheque, or bank draft; b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2.

	44.2	44.2 The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Services. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Service Providers/Services Provider s under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.
G. Grievances Redressal & Compliant Review Mechanism		
47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.
H. Mechanism of Blacklisting		
49. Mechanism of Blacklisting	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or SERVICE PROVIDER who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or Services Provider ; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or SERVICE PROVIDER from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or SERVICE PROVIDER from participating in public procurements of all the procuring agencies.
	49.3	The procuring agency shall give minimum of seven days to the bidder or SERVICE PROVIDER for submission of written reply of the show cause notice
	49.4	In case, the bidder or SERVICE PROVIDER fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or Services Provider / authorize representative of the bidder or SERVICE PROVIDER and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

	49.5	In case the bidder or SERVICE PROVIDER submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or SERVICE PROVIDER for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or SERVICE PROVIDER for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or Services Provider , if availed
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or SERVICE PROVIDER the order of debarring the bidder or SERVICE PROVIDER from participating in any public procurement with a statement that the bidder or SERVICE PROVIDER may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of decision made by the committee either may debar a bidder or SERVICE PROVIDER from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	**1.1**	Name of Procuring Agency: **Pakistan Real Estate Investment and Management Company (Pvt) Ltd – PRIMACO.** The subject of procurement is: **Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi.** Period for delivery of Services: **Original Contract Period initially for a period of One Year (01 year) with possibility of further Extension for Two years (02 years) on yearly basis subject to mutual concurrence and satisfactory performance of the Service Provider.** Commencement date for delivery: **Following the date mentioned in Letter of Acceptance (LOA).**
2	**2.1 & 2.2**	Financial year for the operations of the Procuring Agency: **2026-27.** Name and identification number of the Contract: **PRIMACO/P&C/Repair & Maintenance Karachi/10/01/Re/2026**
3.	**3.1**	Maximum number of members in the joint venture, consortium or association shall be: **N/A (Not Applicable)**
4.	**4.1**	Ineligible country(s) is or are **India & Israel**
B. Bidding Documents		
7.	**7.2**	Bids shall be submitted exclusively through PPRA/EPADS V2.00 (www.epads.gov.pk). No manual/physical submission shall be accepted.
8.	**8.1**	The address for clarification of Bidding Documents is **HOD (P&C) (**am.contracts@primaco.com.pk**) PRIMACO office 02nd Floor, EOBI House, G-10/4, Mauve Area, Islamabad.** **Phone No: 051-9108254-5 Ext (228)**
9.	**8.5**	**Pre-Bid Meeting**: Not Required

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
C. Preparation of Bids		
10.	**10.1**	The Language of all correspondences and documents related to the Bid is: **English**
11.	**11.1**	**Documents constituting Bid:** a) Standard Forms of Bidders response as illustrated in **Section VI.** b) Documentary evidence established in accordance with **ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process c) Bid Securing Declaration furnished in accordance with **ITB 18**; d) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid
12.	**11.1(b)**	Detail of sample(s) to be submitted with the Bid are: **N/A**
13.	**11.2 (b)**	Characteristics : **N/A**
14.	**11.1 (h)**	In addition to the documents stated in **ITB 11,** the following documents must be included with the Bid: **N/A**
15.	**12.3 (c)**	Other procurement specific documentation requirements are: **N/A**
16.	**12.4**	Spare parts required for of years of operation: **N/A**
17.	**13.3 (b)**	The Eligibility and Qualification criteria required from Bidders in **ITB 13.3(b)** read with **BDS 17,** are as follows: a) Complete Company Profile/Credentials duly supported with relevant documentary evidence. b) The bidder must be registered with the Pakistan Engineering Council (PEC) with valid registration in category **C-6.** c) The bidder shall submit valid Income Tax registration with the (FBR) and valid Sales Tax registration with the Sindh Revenue Board (SRB) and must be listed on the Active Taxpayers List (ATL) of the FBR for Income Tax and of the SRB for Sales Tax. d) The Bidder shall have successfully Completed least 01 (One) similar contracts during the last 07 (Seven) years, in Building Repair and Maintenance, duly supported by LOA/Work Order/Contract Agreement, Scope of Work, and Schedule of Manpower/Staff. e) The Bidder shall have at least 01 (One) similar On-going/In-hand contract in Building Repair and Maintenance, duly supported by the LOA/Work Order/Contract Agreement, Scope of Work, and Schedule of Manpower/Staff. f) Bidder must submit an original affidavit on stamp paper/e-stamp paper duly verified stating that the Bidder is not blacklisted by any Government / Autonomous Body.
18.	**15**	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform that all items and allied services are Delivery Duty Paid at Procuring Agency's designated Project Sites.
19.	**15.8**	The price shall be fixed.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
20.	**16.1 (a)**	a) For Services and related supplementary services originating in Pakistan the currency of the Bid shall be ***Pakistani Rupees***
21.	**17.1**	The Bid Validity period shall be ***Ninety (90)*** **days.**
22.	**18.1**	Bid Security Declaration: **Not Allowed**
23.	**19.1**	Alternative Bids to the requirements of the Bidding Documents **Not Allowed**
24.	**21.1**	Bids shall be submitted exclusively through PPRA/EPADS V2.00 (www.epads.gov.pk). No manual/physical submission shall be accepted.
25.	**21.2**	**Bidder's Authorization:** Written confirmation of authorization are: On authorizing agency's letterhead. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid
D. Submission of Bids		
26.	**22.2 (a)**	Bids shall be submitted **as per E-Pak Procurement Regulations 2023 at PPRA/**EPAD V2.00 System (www.epads.gov.pk). No manual/physical submission shall be accepted.
27.	**22.2 (b)**	Title of the subject Procurement or Project name: **Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi.** Tender Inquiry No: PRIMACO/P&C/Repair & Maintenance Karachi/10/01/2026 Time and date for submission: *1400 Hours, 12th October 2026*
28.	**23.1**	The deadline for Bid submission is a) **Day***: Wednesday* b) **Date***: 11th November 2026* c) **Time***: 1400 Hours*
E. Opening and Evaluation of Bids		
29.	**26.1**	The Bid opening shall be conducted through PPRA/EPADS V2.00. Bidders wishing to witness the opening may attend at: 2nd Floor, PRIMACO Office, EOBI House, G-10/4, Mauve Area, Islamabad. a) **Day***: Wednesday* b) **Date:** ***11th November 2026*** c) **Time:** ***1430 Hours***

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
30.	**32.2**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: ***Pakistani Rupees*** The source of exchange rate shall be: *N/A* The date of exchange rate shall be: *N/A*
31.	**35**	**Evaluation Techniques Least Cost Based Selection (LCBS)** After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid.
32.	**33.4 (h)**	Other specific criteria are: **N/A**
33.	**33.5 (a)**	Delivery schedule: **One year following the date mentioned in LOA**
34.	**33.5 (b)**	Deviation in payment schedule: **Deviation not permitted**
35.	**33.6**	In case of award to a single Bidder of multiple lots; the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid is: **Not Applicable**
36.	**34.1**	a) Domestic preference to apply: **N/A**
F. Award of Contract		
37.	**40.1**	Percentage for quantity increase or decrease is: 15%
38.	**43.1**	The Performance Security (or guarantee) shall be: **Ten Percent (10%)**
39.	**43.2**	The Performance Security (or guarantee) shall be in the form of: **CDR, Bank Draft or Bank Guarantee in the name of PRIMACO Islamabad**
40.	**45.1**	Arbitrator shall be appointed by mutual consent of the both parties.
G. Grievances Redressal & Compliant Review Mechanism		
41.	**49.1**	The address of the Procuring Agency: **02nd Floor, PRIMACO Office, EOBI House, G-10/4, Mauve Area, Islamabad.**
42.		The Address of PPRA to submit a **copy** of grievance: *Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority 1st Floor, G-5/2, Islamabad, Pakistan* *Tel:+92-51-9202254*

SECTION IV. ELIGIBLE COUNTRIES

All the bidders are allowed to participate in the subject procurement without regard to nationality, except bidders of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L

SECTION V: SCHEDULE OF REQUIREMENTS/TOR

Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi

5.1 General

The Service provider shall provide skilled and semi-skilled manpower, supervision, tools, equipment and related services for the repair, maintenance and upkeep of EOBI House (Ex-Awami Markaz), Karachi. The scope includes, but is not limited to, the following.

5.2 Scope of Services

A. Electrical Works

- Routine inspection, troubleshooting and repair of electrical installations.
- Repair/replacement of switches, sockets, breakers, lights, fans and accessories.
- Maintenance of distribution boards and wiring, and minor installation/modification works.
- Attending electrical faults and emergency breakdowns.

B. Air-Conditioning

- Operation, inspection and preventive/corrective maintenance of split, package and other AC systems.
- Cleaning and servicing of filters, coils, condensers and evaporators.
- Troubleshooting of refrigerant, electrical and mechanical faults.
- Gas charging, leak detection and minor component replacement.

C. Plumbing & Sanitary Works

- Repair and maintenance of water supply, drainage and sanitary infrastructure.
- Repair/replacement of taps, valves, pipes, fittings and sanitary fixtures.
- Rectification of leakages, blockages and drainage problems.
- Maintenance of pumps, tanks and associated installations.

D. Carpentry, Mechanical & Allied Services

- Carpentry, joinery and aluminum fitting works, including repair/replacement of doors, windows, locks and hardware.
- Minor repair and maintenance of pumps, motors and other mechanical equipment.
- Welding, fabrication and repair of gates, railings, grills and other metalwork.
- Assistance in generator maintenance, and any other allied service necessary for the proper functioning of the building.

E. Generator (Genset) Services

- Operation and monitoring of generator sets, including start-up, changeover and shutdown during power outages.
- Daily checks of fuel, lubricating oil, coolant, battery, belts and control panel, maintaining the generator logbook.
- Routine and preventive maintenance, including oil and filter changes, and servicing of the cooling and fuel systems.
- Troubleshooting and minor repair of generator, ATS/changeover and associated electrical and mechanical faults.
- Reporting of fuel consumption, running hours and defects requiring major repair to PRIMACO/EOBI.

5.3. Preventive Maintenance

The Contractor shall carry out scheduled inspections and preventive maintenance of building services and equipment and shall identify defects before they develop into major breakdowns.

5.4. Breakdown & Emergency Services

The Contractor shall attend routine, urgent and emergency complaints during working hours and, where required, beyond normal working hours. Complaints affecting electrical supply, water supply, sanitation, access, safety or essential building operations shall be attended on a priority basis.

5.5. Provisions and Deployment of Manpower

The provision and deployment of Manpower would be based on the requirements of the building. The following minimum manpower would be provided by the Services Provider which may be subject to change at any subsequent stage, at the discretion of the EMPLOYER.

The Services shall be carried out on the basis of three (03) shifts per day. The shift timings as well as the strength of staff for each shift shall be as under:-

Sr. No.	Location	Category Manpower	Shift – I (Day) 9am – 5pm	Shift – II (Evening) 03pm – 11pm	Shift – III (Night) 11pm – 7am	Total Strength
1.	EOBI House (Ex-Awami Markaz), Karachi	Supervisor	01	----	----	**01 No.**
2.		Industrial Electrician/ Genset Operator	01	01	----	**02 Nos.**
3.		Plumber	01	----	----	**01 No.**
4.		Carpenter/Fitter	01	----	----	**01 No.**
5.		AC Technician	01	----	----	**01 No.**
6.		Skilled Labor/Helper	01	----	----	**01 No.**
					Total	**07 Nos.**

NOTE:

The scope of services, locations and duty schedules may be modified, added to or reduced by the Employer from time to time, as required by operational needs.

5.6. Wearing of Uniforms

While being present within the premises of the Building in connection with the rendering of services all the employees of the Services Provider shall always wear proper clean uniforms to be provided to them by the Services Provider at his own cost. For the purpose of identification, the uniforms shall carry prominently the name of the Services Provider.

5.7. Tools, Equipment & Safety

The Contractor shall provide all routine tools, tackles, testing instruments, PPE and equipment. All works shall comply with applicable safety requirements, good engineering practices and the instructions of the Engineer/authorized representative of EOBI.

5.8. Penal Deductions for Short Attendance and Lack of Satisfactory Performance

The EMPLOYER'S REPRESENTATIVE shall have full authority to make penalty deductions from the Services Provider's monthly bills if and when the Services Provider is not able to provide the required numbers of manpower at site or when his performance is not satisfactory. The deduction shall be made at the following rates:

a) In case of Short attendance On any day — 1.5-day basic wage per absentee.

5.9. Complaint Registers

The SERVICES PROVIDER shall be required to maintain a complaint register in order to record the complaints of the building users as well as the response of its staff in attending to those complaints. The register will be submitted to the EMPLOYER'S REPRESENTATIVE as and when required and on quality basis.

5.10. Performance of the Services Provider

The performance of the SERVICES PROVIDER will be judged both in respect of quality of services as well as the availability of equipment and the presence of the SERVICES PROVIDER 'S staff at the site for rendering of services as per the contract.

5.11. Special Obligations of the Services Provider

a. The SERVICES PROVIDER shall make good any loss, damage, theft or pilferage in the premises of the building, for which their responsibility is proved.
b. The SERVICES PROVIDER shall arrange the works of this contract in such a manner that the manpower/staff will not be seen loitering, smoking or sitting idle etc. While on duty, no misconduct in any form will be accepted.
c. The SERVICES PROVIDER shall ensure the manpower/staff once provided would not be ordinarily changed from the site unless intimated in writing to AM (REM & GAD) Karachi/PRIMACO.
d. The SERVICES PROVIDER 's manager / authorized officer shall make himself available to the EMPLOYER'S REPRESENTATIVE whenever asked for and shall reply all communications issued to them within two days of the receipt of such communication.
e. The SERVICES PROVIDER shall ensure that all of his employees performing services specified in this contract shall not at any time during the performance of this contract or thereafter disclose to any person any information as to the affairs of the Employer or of the owner / tenant organizations or any other matters which may come to their knowledge by reason of the performance of the services.
f. The SERVICES PROVIDER shall be responsible for ensuring that all employees performing the services are healthy have no communicable diseases and have had all the necessary blood tests, X-rays etc. to establish the same prior to carrying out the aforesaid services.
g. The SERVICES PROVIDER shall ensure maintenance of discipline and good conduct of all the manpower/staff deployed at the site.

SECTION VI: STANDARD FORMS (BIDDERS RESPONSE SCHEDULES)

Form 1: Form of Bid

Form 2: **P**rice Schedule

Form 3: Form of Qualification Information

~~**Form 4:** Bid Securing Declaration~~ (Not Applicable)

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A. Form 1: Form of Bid

(to be printed on Company's official Letter head)

Date:

To: **HOD (Procurement & Contracts)**
Pakistan Real Estate Investment and Management Company (Pvt) Ltd - PRIMACO
2nd Floor, EOBI House, G-10/4, Mauve Area, Islamabad

Having examined the Bidding Documents including Addenda Nos: *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver in conformity with the said Bidding Documents stated terms & conditions for the sum of *[total Bid Amount in words and figures as per Summary of Prices Schedules, on page no.43]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.

We are hereby confirming PRIMACO, to be the Appointing Authority on behalf of EOBI, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**

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

If our Bid is accepted, we undertake to provide a Performance Security (or Guarantee) in the form, in the amounts, and within the times specified in the Bidding Documents.

We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause 3.7.**

We agree to abide by this Bid for the Bid Validity Period specified in **BDS 21**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Bidders, in more than one Bid in this Bidding process, other than alternative offers in accordance with the Bidding Documents.

Our firm, its affiliates or subsidiaries – including any sub Services Provider s or Service Providers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 3** of the Bidding Documents

Dated this_____day of_____20_____.

*(Name)*_____ *[signature]*

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

B. Form 2: Price Schedule

Summary of Price Schedules

[This form shall be printed on bidder's letterhead]

Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi

S.N	Services Description	Qty/Unit	Total Monthly Cost Inclusive of all taxes (PKR)	Total Annual Cost Inclusive of all taxes (PKR)
1.	**Supervisor**	01 No.		
2.	**Industrial Electrician/Genset Operator**	02 Nos.		
3.	**Plumber**	01 No.		
4.	**Carpenter/Fitter**	01 No.		
5.	**AC Technician**	01 No.		
6.	**Skilled Labor/Helper**	01 No.		
Total Annual Cost of Services inclusive of Taxes		07 Nos.		

Note:

1. The above Schedule shall be completed by consolidating the corresponding bid prices quoted by the Bidder in the Price Schedule Forms provided on the succeeding pages, i.e., Form 2.1.
2. The required manpower for the Services are specified in Sub-Clause 5.5 of Section V: Schedule of Requirements/TOR.
3. Evidence of Monthly Wage payments through banking channel to be submitted to the Employer each month.
4. The quoted rates shall remain subject to arithmetical verification and the determination of applicable taxes in accordance with the opinion/advice of the PRIMACO Tax Consultant.

Price Schedule for Monthly Rate Breakdown per Staff / Personnel

(Form 2.1)

[This form shall be printed on bidder's letterhead]

Sr. No.	Description of Staff as per Section – V (sub-Clause 5.5)	Supervisor	Industrial Electrician /Genset Operator	Plumber	Carpenter/ Fitter	AC Technician	Skilled Labor/Helper
1.	**Rate/Staff/Month (Rs.)** *(Minimum Wage: The quoted monthly wage shall not be less than Rs. 43,000/- per personnel, in compliance with the applicable Government's Minimum Wage Notification Sindh FY 2026–27.*						
2.	**EOBI subscription per Month (Rs.)** *(5% in compliance with Sindh Government's Minimum Wage Notification FY 2026-27).*	Rs. 2,035	Rs. 2,035	Rs. 2,035	Rs. 2,035	Rs. 2,035	Rs. 2,035
3.	**ESSI Subscription per Month (Rs.)** *(6% in compliance with Sindh Government's Minimum Wage Notification FY 2026-27).*	Rs. 2,580	Rs. 2,580	Rs. 2,580	Rs. 2,580	Rs. 2,580	Rs. 2,580
4.	**Services Provider Profit (Rs.)** (*Inclusive of contractor's profit, Income Tax, administrative /operational overheads, insurance, uniforms, transportation and etc. required for provision of services).*						
5.	**GST (Rs.)** *(GST shall be charged on the Services provider Profit component only (Sr.No.04), as per prevailing Tax laws).*						
Total Cost per Month (Rs.) – inclusive of Taxes							

NOTE:

a) Monthly Rate: The Bidder shall quote a separate monthly rate per personnel as above.

b) Minimum Wage: The monthly wage payable to each deployed personnel shall not be less than Rs. 43,000/- per person per month, in compliance with the applicable Minimum Wage Notification (Sindh) for FY 2026–27.

c) Salary Payment: The Contractor shall pay the salary/wages of all deployed Manpower/Staff on or before the 5th day of each month through their respective individual bank accounts.

d) Salary Evidence: The Contractor shall submit bank statements/payment evidence, salary sheets and attendance records confirming payment of salaries to all deployed personnel.

C. Form 3: Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2

a) Complete Company Profile/Credentials duly supported with relevant documentary evidence.
b) The bidder must be registered with the Pakistan Engineering Council (PEC) with valid registration in category **C-6.**
c) The bidder shall submit valid Income Tax registration with the (FBR) and valid Sales Tax registration with the Sindh Revenue Board (SRB) and must be listed on the Active Taxpayers List (ATL) of the FBR for Income Tax and of the SRB for Sales Tax.
d) The Bidder shall have successfully Completed least 01 (One) similar contracts during the last 07 (Seven) years, in Building Repair and Maintenance, duly supported by LOA/Work Order/Contract Agreement, Scope of Work, and Schedule of Manpower/Staff.
e) The Bidder shall have at least 01 (One) similar On-going/In-hand contract in Building Repair and Maintenance, duly supported by the LOA/Work Order/Contract Agreement, Scope of Work, and Schedule of Manpower/Staff.
f) Bidder must submit an original affidavit on stamp paper/e-stamp paper duly verified stating that the Bidder is not blacklisted by any Government / Autonomous Body.

Pattern for Response

Project name and country	Name of PA and contact person	Type of Services provided and year of	Value of Contract
(a) (b)			

D. Form 4: Bid Securing Declaration (Not Applicable)

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*
Bid No.: ***[insert number of Bidding process]***
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To:
HOD (Procurement & Contracts)
Pakistan Real Estate Investment and Management Company (Pvt) Ltd - PRIMACO
2nd Floor, EOBI House, G-10/4, Mauve Area, Islamabad

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:

(a) have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

(b) Disagreement to arithmetical correction made to the Bid price; or

(c) 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.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of
[insert legal capacity of person signing the Bid Securing Declaration]

Name: *[insert **complete name of person signing the Bid Securing Declaration**]*

Duly authorized to sign the Bid for and on behalf of: *[insert **complete name of Bidder**]*

Dated on _____ day of _____, _____ *[insert **date of signing**]*

Corporate Seal (where appropriate)

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT (GCC)

This Section includes the General clauses to be applied in all the contracts. These GCC are supplemented by Special Conditions of the Contract (SCC) in following Section VIII.

1. Definitions	1.1	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
		(a) **"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. (b) **Procuring Agency"** means:- any Ministry, Division, Department or any Office of the Federal Government; any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government; Herein it is referred to "Pakistan Real Estate Investment and Management Company (Pvt) Ltd" (PRIMACO) (c) **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 Service Provider. (d) **"Service Provider"** means an individual Service Provider or a consulting firm as the case may be; (e) **"Contract"** means an agreement enforceable by law; (f) **"Services Provider "** means a person, Service Provider, firm, company or an organization who undertake to supply goods, services or works; (g) **"Services Provider 's Personnel"** means personnel whom the SERVICE PROVIDER utilizes in the execution of its contract, including the staff, labor and other employees of the SERVICE PROVIDER and each subServices Provider ; and any other personnel assisting the SERVICE PROVIDER in the execution of the contract to be supervised by the Service Provider (if applicable). (h) **"Day"** means calendar day unless indicated otherwise. (i) **"Effective Date"** means the date on which this Contract

comes into force and effect pursuant to Clause GCC 11.

(j) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service Provider, Sub-consultant or JV member(s) assigned by the Service Provider to perform the Services or any part thereof under the Contract.

(k) **"Foreign Currency"** means any currency other than the Pakistani Rupees.

(l) **"GCC"** means these General Conditions of Contract.

(m) **"Government"** means the Government of Pakistan.

(n) **"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.

(o) **"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 Service Provider's proposal.

(p) **"Local Currency"** means the currency of Pakistan

(q) **"Non-Key Expert(s)"** means an individual professional provided by the Service Provider or its Sub-consultant to perform the Services or any part thereof under the Contract.

(r) **"Party"** means the Procuring Agency or the Service Provider, as the case may be, and "Parties" means both of them.

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

(t) **"Services"** means any object of procurement other than goods or works; the work to be performed by the Service Provider pursuant to this Contract, as described in Section V: Schedule of Requirements/ToR hereto.

(u) **"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 Services Provider 's Contract as forming part of the Site.

(v) **"Sub-consultants"** means an entity to whom/which the

		Service Provider subcontracts any part of the Services while remaining solely liable for the execution of the Contract. (w) **"Third Party"** means any person or entity other than the Government, the Procuring Agency, the Service Provider or a Sub-consultant. (x) **"Title of Procurement",** it refers to object of procurement.
2. Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: 1) Form of Contract, 2) Special Conditions of Contract, 3) General Conditions of Contract, 4) Letter of Acceptance, 5) Certificate of Contract Commencement 6) Specifications 7) Services Provider 's Bid, and 8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
	2.4	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 Service Provider/ Service Provider. The Service Provider, 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. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
	3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
	3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied

		(except to the extent waved by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the Service Provider a certificate of Contract commencement, which shall confirm the start date.
4. Governing Language	4.1	The Contract as all correspondence and documents relating to the contract exchanged by the Service Provider and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.
5. Applicable Law	5.1	The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
6. Country of Origin	6.1	The origin of Services may be distinct from the nationality of the Service Provider.
7. Standards	7.1	The Services rendered under this Contract shall conform to the standards mentioned in the Schedule of Requirements/ToR, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA. Such standards shall be the latest issued by the concerned institution.
8. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan	8.1	The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	8.2	The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 7.1 except for purposes of performing the Contract.
	8.3	Any document, other than the Contract itself, enumerated in GCC Clause 7.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.
	8.4	The Service Provider shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Government of Pakistan or / and the appropriate donor agencies, if so required by the Government of Pakistan or / and the appropriate donor agencies.

9. Patent and Copy Rights	9.1	The Service Provider shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Services or any part thereof in Pakistan.
	9.2	The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Service Provider herein shall remain vested in the Service Provider, or, if they are furnished to the Procuring Agency directly, or through the Service Provider by any third party, including Service Providers of materials, the patent right in such materials shall remain vested in such third party.
10. Performance Security (or Guarantee)	10.1	The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Notification of Award and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.
	10.2	The proceeds of the Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
	10.3	The Performance Security (or Guarantee) shall be in one of the following forms: *a)* A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or *b)* A cashier's or certified check.
	10.4	The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

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 Service Provider instructing the Service Provider 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 Service Provider 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	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.
a. Definition	17.2	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.
	17.3	Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
b. No Breach of Contract	17.4	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.
c. Measures to be Taken	17.5	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.
	17.6	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.
	17.7	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.
	17.8	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: a. demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or b. continue with the Services to the extent reasonably possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
	17.9	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.

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18. Suspension	18.1	The Procuring Agency may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider 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 Service Provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Service Provider 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) calendar days' written notice of termination to the Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f): (a) If the Service Provider 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 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; (c) If the Service Provider 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 Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) If the Service Provider fails to confirm availability of Key Experts as required in Clause GCC 13.
	19.1.2	If the Service Provider, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Service Provider, terminate the Service Provider's employment under the Contract.
b. By the Service Provider	19.1.3	The Service Provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the

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		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 Service Provider pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue. (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. (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1. (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 Service Provider may have subsequently approved in writing) following the receipt by the Procuring Agency of the Service Provider's notice specifying such breach.
c. Cessation of Rights and Obligations	19.1.4	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 Service Provider'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.
d. Cessation of Services	19.1.5	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Service Provider 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 Service Provider and equipment and materials furnished by the Procuring Agency, the Service Provider shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e. Payment upon Termination	19.1.6	Upon termination of this Contract, the Procuring Agency shall make the following payments to the Service Provider: (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)

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		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.
20. General		
a. Standard of Performance	20.1	The Service Provider 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 Service Provider 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
	20.2	The Service Provider shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
	20.3	The Service Provider 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.
b. Law Applicable to Services	20.4	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 that any of its Experts and Sub-consultants, comply with the Applicable Law.
21. Conflict of Interests	21.1	The Service Provider shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a. Service Provider Not to Benefit from Commissions, Discounts, etc.	21.1.1	The payment of the Service Provider pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Service Provider's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Service Provider 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 Service Provider 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.
	21.1.2	Furthermore, if the Service Provider, 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 Service Provider in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
b. Service Provider and	21.1.3	The Service Provider agrees that, during the term of this

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Affiliates Not to Engage in Certain Activities		Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, 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 Service Provider's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
c. Prohibition of Conflicting Activities	21.1.4	The Service Provider 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.
d. Strict Duty to Disclose Conflicting Activities	21.1.5	The Service Provider 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 Service Provider 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 Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. *Liability of the Service Provider*	23.1	Subject to additional provisions, if any, set forth in the **SCC**, the Service Provider's liability under this Contract shall be as determined under the Applicable Law.
24. *Insurance to be Taken out by the Service Provider*	24.1	The Service Provider (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 Service Provider 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 Service Provider 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 Service Provider shall permit and shall cause its agents (where declared or not), subServices

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		Provider s, 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 Service Provider's and its SubServices Provider s' 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 Service Provider shall submit to the Procuring Agency the reports and documents specified in **SCC**, 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 Report 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Service Provider 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 Service Provider by the Procuring Agency, or purchased by the Service Provider 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 Service Provider 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 Service Provider, 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 Service Provider 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 Service Provider or the Experts concerned, as applicable.

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29. Code of Conduct	29.1	The Procuring Agencies and the Service Provider are bound to follow the Code of Ethics issued by the Authority.
36. Assistance and Exemptions	36.1	Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to: (a) Assist the Service Provider with obtaining work permits and such other documents as shall be necessary to enable the Service Provider to perform the Services. (b) Assist the Service Provider with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (d) 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. (e) Assist the Service Provider and the Experts and any Sub-consultants employed by the Service Provider 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. (f) Assist the Service Provider, 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. (g) Provide to the Service Provider any such other assistance as may be specified in the SCC.
37. Access to the Project Site	37.1	The Procuring Agency warrants that the Service Provider 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 Service Provider 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 Service Provider or any Sub-consultants or the Experts of either of

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		them.
38. Change in 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 Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider 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 Service Provider 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 (Section V: Schedule of Requirement/ToR).
	39.2	In case that such services, facilities and property shall not be made available to the Service Provider as and when specified in **Schedule of Requirements**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services, (ii) the manner in which the Service Provider shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service Provider as a result thereof pursuant to Clause GCC 42.3.
40. Counterpart Personnel	40.1	The Procuring Agency shall make available to the Service Provider free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Service Provider's advice, if specified in **notification of award**.
	40.2	If counterpart personnel are not provided by the Procuring Agency to the Service Provider as and when specified in **sub-clause 5 of Section V: Schedule of Requirement**, the Procuring Agency and the Service Provider 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 Service Provider 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 Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is consistent with the position occupied by such member, the Service Provider 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 Service Provider under this Contract, the Procuring Agency shall make such payments to the Service Provider in such manner as is provided by **SCC 21**.
44. Taxes and Duties	44.1	The Service Provider, 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 Service Provider or are paid by the Procuring Agency on behalf of the Service Provider.
45. Currency of Payment	45.1	a) Any payment under this Contract shall be made in the currency(ies) specified in the **SCC 23.**
46. Mode of Billing and Payment	46.1	Not applicable
47. Interest on Delayed Payment	47.1	If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.1 (c), interest shall be paid to the Service Provider on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**
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.
49. Amicable Settlement	49.1	Any dispute of any kind whatsoever shall arise between the Authority 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 Authority shall pay the Service Provider any monies due the Service Provider.

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Definitions (GCC 1)		
1.	1.1	The Procuring Agency is: **Pakistan Real Estate Investment and Management Company (Pvt) Ltd - PRIMACO**
2.	1.1(d) (f)	The Service Provider is: **The Most Advantageous Bidder**
3.	1.1(x)	The title of the subject procurement or The Project is: **Provision of Services for Building Repair and Maintenance at EOBI House (Ex-Awami Markaz), Karachi**
Governing Language (GCC 4)		
4.	4.1	The Governing Language shall be: **English**
Applicable Law (GCC 5)		
5.	5.1	The Applicable Law shall be: Laws of the **Government of Pakistan**
Country of Origin (GCC 6)		
6.	6.1	Country of Origin is **Pakistan**
Performance Security (or guarantee) (GCC 10)		
7.	10.1	**Ten Percent (10%)** of the contract value, to be submitted in either form of **CDR, Bank Draft or Bank Guarantee in the name PRIMACO Islamabad.** Standard format is provided in the bidding document.
Effectiveness of Contract (GCC 11)		
8.	11.1	Date mentioned in Letter of Acceptance (LOA).
Termination of Contract for Failure to Become Effective (GCC Clause 12)		
9.	12.2	Termination of Contract for Failure to Become Effective: **Contract to be effective for One Year**
10.	13.1	**Commencement of Services:** Date mentioned in Letter of Acceptance
11.	14.1	**Expiration of Contract:** Contract will be valid for a period of One Year effective from the date mentioned in LOA, however Contract can be extended for a period of Two (02) years on yearly basis based on mutual

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		concurrence, past performance of the Service Provider, or unless GCC Clause 19 is invoked.
12.	21.1.3	**Conflict of Interest (GCC Clause 21)** The Procuring Agency reserves the right to determine on a case-by-case basis whether the Service Provider should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: **YES**
13.	23.1	**Limitation of the Service Provider's Liability towards Procuring Agency:** a. Except in the case of gross negligence or willful misconduct on the part of the Service Provider or on the part of any person or a firm acting on behalf of the Service Provider in carrying out the Services, the Service Provider, with respect to damage caused by the Service Provider to the Procuring Agency's property, shall not be liable to the Procuring Agency: i) for any indirect or consequential loss or damage; and ii) for any direct loss or damage that exceeds two times the total value of the Contract;
14.	24.1	**The insurance coverage against the risks shall be as follows:** 1. Workmen's Compensation Policy Based on Total wages / salary. 2. Third Party Liability Policy on 10% of the contract value per year. *The Cost of the above Insurance policies to be taken out and maintained will be borne by the Service provider from AA-Rated Insurance Company, while Original Policies will be submitted to the Procuring Agency at time of Contract Signing.*
15.	26.	**Reporting Obligations: Not Applicable**
16.	27.1	**Proprietary Rights:** As indicated SCC 15.
17.	27.2	The Service Provider shall not use contract deliverables, as stated above in SCC 15, for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
18.	28	Equipment, Vehicles and Materials: As stated in Schedule of Requirements/ToRs
19.	29.1	The Service Provider is required to have a Code of Conduct for Experts as per the policy of the Authority.
20.	36.1	Except sub-clause (a) rest are not applicable.
21.	41.1	**Payment Terms:** Payment shall be made in Pakistani Rupees in the following manner:- **a)** Monthly payment will be made to the Service provider for the works as against the monthly bills, submitted by the Service provider and certified by the Employer's Representative. Monthly payment will be made after such deductions as admissible under Contract Terms & Conditions i.e. those on account of shortage of manpower, , as well as on account of sub-standard performance during execution of Services /

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SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		Works, expense / loss caused by Service provider Employee (s), the deduction of income tax (as per government rules), solely on Service provider's risk and cost. **b)** The monthly payment shall be made to the Service provider subject to submission of the following supporting documents:- **i.** Attendance Sheet of Manpower/Staff and any other staff (as required) will be duly certified by Employer's Representative for the billing month. **ii.** Evidence of Monthly wage paid to the Technician/Operator through Banking Channel. **iii.** Monthly EOBI and ESSI registrations of the deployed Manpower/Staff. **c)** The Contractor is bound to pay Federal Government minimum declared the salaries/wages to his employees regularly within 1st week of each month. If the Contractor fails to make payment to his Employees by 5th of each month the Employer on receipt of such written complaint by the Contracture's Employees may pay the salaries and deduct such amount from the bill/invoice of the Contractor. If the Contractor persists with failure in payments of salaries/wages to his employees for two consecutive months, the Employer may terminate this Contract in terms of the General Conditions Contract. **d)** Where any material or service not listed in the Price Schedule is essentially required for the execution of this Building Repair and Maintenance Contract, the Service Provider shall, with the prior written approval of the Employer's Representative, quote for, arrange, and procure the same within the due time. Payment for such items shall be made at the actual market cost, together with transportation charges and applicable Government taxes, provided that the total amount payable under this Clause shall not exceed Rs. 20,000 per month.
22.	44.1	Government of Pakistan prevailing tax tariff applicable.
23.	45.1	The currency [currencies] of payment shall be the following: **Pakistani Rupees**
24.	47.1	Interest Rate: **Not applicable**

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SECTION IX: CONTRACT FORMS

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A. Form 1: Notification of Award

[vide Procuring Agency designated official email id]

[date]

To: [*name and address of the Service Provider]*

Subject: - **NOTIFICATION OF AWARD – [Title of Procurement Case]**

Reference to your subject submitted Bid which was publicly opened dated _____ and subsequent announcement of Bid Evaluation Report by PRIMACO dated_____.

2. PRIMACO's Competent Authority has been pleased to accord the approval for award of contract against to ***M/s*** *[successful bidder(s)]* at contract Price of **PKR** _____ (*Pakistani Rupees N------ only)* Inclusive of applicable taxes as per terms & Conditions mentioned in the tender document.

3. In light of the above, ***M/s*** *[successful bidder(s)]* is advised to acknowledge the receipt of this letter and arrange non-judicial stamp papers duly issued for the purpose of [Title of Procurement Case] to PRIMACO, executed between PRIMACO (client) & M/s *[successful bidder(s)]* (service provider, minimum of **Rs. ---------** for Contract agreement under Schedule 22-A(-----) of Stamp Act 1899, besides, authorize a representative of firm for signing of the contract (as per format already shared via Bid Document) within **Fifteen (15) days** of receipt of this notification of award/Bid's Acceptance.

4. Form of Contract (for facilitation in arranging Stamp Papers) is shared via email id *(Successful bidder EPAD email ID)* dated _____. **Kindly also insert date, name designation and CNIC of the authorized officer and one witness for signing.** All other documents shared via email *ibid* shall be duly signed and stamp as it construes part of contract.

Please acknowledge this email as a token of receipt. Further correspondence on the subject matter may be directed to HOD (Procurement and Contracts) in email.

Anticipated thanks.

B. Form 2: Form of Contract

THIS AGREEMENT number _____ made on _____ **2026**, between **Pakistan Real Estate Investment & Management Company (Pvt) Ltd - PRIMACO,** having its office located at Floor No. 2, EOBI Building, Plot/Block 33-34, Mauve Area Near NADRA Office, G 10/4, Islamabad (hereinafter called "the Procuring Agency") on the one part and **M/s** _____**, located at** _____ (hereinafter called "the Service Provider") on the other part.

WHEREAS the Procuring Agency invited bids *for* _____*and* has accepted a Bid by the Service Provider for providing *[Awarded Procurement Case title with corresponding Lot]* for the total sum of **PKR** _____ (*Pakistani Rupees* _____) inclusive of all taxes, (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -
   (a) This form of Contract;
   (b) the Form of Bid and the Price Schedule submitted by the Bidder;
   (c) the Schedule of Requirements/ToR;
   (d) the Technical Specifications;
   (e) the Special Conditions of Contract;
   (f) the General Conditions of the Contract;
   (g) the Procuring Agency's Notification of Award; and
   (h) [*add here: any other 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 the Services and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Service Provider in consideration of the provision of the Services and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

For and on behalf of '**Procuring Agency/PRIMACO**'

Name:
Designation**:**
CNIC:

For and on behalf of '**Service Provider/ M/s**

Name:
Designation**:**
CNIC:

WITNESSES

Name:
Designation**:**
CNIC:

Name:
Designation**:**
CNIC:

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C. Form 3: Performance Security Form

To: ***Pakistan Real Estate Investment and Management Company (Pvt) Ltd - PRIMACO***

Whereas *[name of the Awardee]* (hereinafter called "the Service Provider") has submitted its Bid dated *[date of submission of Bid]* for the provision of ***Annual Operation and Maintenance Services of 02 Nos. Passenger & 01 No. Cargo Lift Installed at EOBI Mix Use Development, Plot No. 66 M.A, Johar Town Lahore*** (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of Financial Institution]* of *[name of country]*, having our registered office at *[address of Financial Institution]* (hereinafter called "the Bank"), are bound unto *Pakistan Real Estate Investment and Management Company (Pvt)* (hereinafter called "the Procuring Agency") in the sum of *[amount]* for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 2026

THE CONDITIONS of this obligation are:

1. If the Proposal

   (a) have withdrawn or modified our Proposal during the period of Bid Validity specified in the Form of Bid;

   (b) Disagreement to arithmetical correction made to the Bid price; or

   (c) 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.

2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Performance Security Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: …….. in the capacity of ……..

signed

_____

[Signature of the Bank]

Dated on …… day of …….. 2026

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