Standard Bidding Document

Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01,02& 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad
(Goods)

National

Single Stage-One Envelope

November 06, 2026

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
Phone: +92-332-915-1852, Email: am.contracts@primaco.com.pk

Table of Contents

REQUEST FOR BIDS 1

Instructions to Bidders 3

Bid Data Sheet 24

Bids Data Sheet (BDS) 25

Eligibility Criteria 31

Evaluation Criteria 33

Items/Lots 34

Related Services of Goods: 37

Items/Lot Specification 38

Price Schedule 45

General Conditions of Contract 47

Special Conditions of Contract 58

Bid Securing Declaration 63

Contract Form 65

Integrity Pact 68

Performance Guarantee Form 70

Annexure 73

Complete Bidding Dcoument. 74

Financial Bid 74

Procurement Forms 75

Additional Forms and Documents 78

REQUEST FOR BIDS

PROCUREMENT OF GOODS

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 "**Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01,02& 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad**" with the reference of **"P186924"**

2. The **Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO) (Pakistan Real Estate Investment and Management Company(pvt)Limited (PRIMACO))** invites sealed Bids from eligible Bidders for procurement of goods described in the bidding documents on **EPADS v2.0**.

3. **Single Stage-One Envelope** 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, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority from time to time.

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

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at

https://epads.gov.pk/opportunities/federal/procurements/186924 for all the interested bidders registered on **EPADS v2.0**. Bidders are required to get themselves registered on **EPADS v2.0** to participate in Bidding process.

6. The e-bids, prepared in accordance with the instructions in the e-Bidding Documents, must be submitted through **EPADS v2.0** on or before **Tuesday, November 17, 2026 02:00 PM**. E-bids will be opened using **EPADS v2.0** on the same day at **Tuesday, November 17, 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 Rule 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 on Authority's website at (**www.ppra.gov.pk**).

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

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 Goods as specified in the BDS and **in Section V – Evaluation Criteria, Specifications & Schedule of Requirements**. The name, identification, and number of items/deliverables are provided in the **BDS**. The successful Bidders will be expected to provide the goods 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 I 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 the contract.

Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.

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.

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

instructions issued by the Authority.

(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).

3.2 The invitation for Bids is open to all prospective suppliers, manufacturers, 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. Procuring agencies shall specify the registration/licensing requirements for the foreign bidders keeping in view the requirement of that business.

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

1. are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.

2. have controlling shareholders in common; or

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

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

5. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bids of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

6. Submit more than one Bid in this Bidding process.

3.4 A Bidder may be ineligible if –

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

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

3. the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

4. the Bidder is blacklisted locally or by international organizations and hence debarred due to involvement in corrupt and fraudulent practices, or submission of false or misleading information or performance failure or involved in disrupting procurement process or due to breach of bid Securing Declaration.

3.5 As and when required, 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.

3.6 Bidders shall submit Bids relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten (10) percent of the Bid price is envisaged.

4. Eligible Goods and Related Services

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purpose of this Bid, ineligible countries are the countries declared ineligible by the Federal Government.

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 **The Bidder shall not engage a subcontractor for any portion of the contract if the value of such subcontracting exceeds thirty percent (30%) of the total contract amount.**

6. Cost of Bidding

6.1 Any cost incurred by the bidder relating to the preparation and submission of its Bid shall be borne by the bidder, 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 Document

7.1 The Goods required, Bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding documents which should be read in conjunction with any addenda issued in accordance with **ITB 10.1** include:

Section I -Invitation to Bids

Section II Instructions to Bidders (ITB)

Section III Bid Data Sheet (BDS)

Section IV Evaluation Criteria, Specifications, Schedule of Requirements

Section V Bid Forms

Section VI General Conditions of Contract (GCC)

Section VII Special Conditions of Contract (SCC)

Section VIII Contract Forms

Section IX Integrity Pact

Section X Declaration of Beneficial Ownership Information.

7.2 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 through EPADS v2.0 will be at the Bidder’s risk and may result in the rejection of its Bids.

8. Clarification of Bidding documents

8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency through EPADS v2.0**.**

8.2 The Procuring Agency will within two (02) working days after receiving the request for clarification, respond to any request for clarification through EPADS v2.0 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 22**

8.3 The Procuring Agency's response will be forwarded to all identified Prospective Bidders through EPADS v2.0, including a description of the inquiry,

but without identifying its source.

8.4 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 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 document.

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 uploaded on EPADS v2.0. 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 documents

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 through EPADS v2.0.

9.2 The Procuring Agency shall promptly publish the addendum through EPADS v2.0.

Any addendum issued including the notice of any extension of the deadline shall also be communicated through EPADS v2.0 to all the bidders who have already submitted their bids. Such bidders shall have the right to withdraw their already submitted bid and re-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 through EPADS v2.0:

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 Bids 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 Bids exchanged by the Bidder and the Procuring Agency shall be written in the English language unless otherwise 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 otherwise specified in the **BDS**, in which case, for purposes of interpretation of the Bidder, the translation shall govern.

11. Documents and samples Constituting the Bid

11.1 The Bid prepared by the Bidder shall constitute the documents required in the **BDS**.

Details of sample(s) where applicable and requested in the BDS.

Documentary evidence established in accordance with ITB 13 that the Bidder is eligible and/or qualified for the subject bidding process;

Documentary evidence established in accordance with **ITB 03** that the Bidder has been authorized by the manufacturer to deliver the goods into Pakistan, where required and where the supplier is not the manufacturer of those goods;

Documentary evidence established in accordance with ITB 12 that the goods and related services to be supplied by the Bidder are eligible goods and services, and conform to the Bidding Documents;

Bid security or Bid Securing Declaration furnished in accordance with **ITB ---.**

12. Documents Establishing Eligibility of the Goods and Conformity to Bidding documents

12.1 To establish the conformity of the bidder to the Bidding document, the Bidder shall furnish as part of its Bids the documentary evidence that Goods

provided conform to the technical specifications and standards.

13. Documents Establishing Eligibility and Qualification of the Bidder

13.1 Pursuant to **ITB 10,** 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.

14. Form of Bid

14.1 The Bidder shall fill the Form of Bid furnished in the Bidding document. 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 quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below or exclusively mentioned hereafter in the Bidding documents.

15.2 **All items in the Schedule of Requirement must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced and neither explicitly denied, their prices shall be construed to be included in the prices of other items.**

15.3 In the event that any item(s) in the Price Schedule are not quoted, and such omission is determined by the Procuring Agency not to materially affect the responsiveness of the Bid, the Procuring Agency may, for the sole purpose of bid evaluation and comparison, assign a price to the unquoted item(s) in accordance with the following methodology:

(a) The assigned price shall be the average of the prices quoted for the same item(s) by all substantially responsive bidders; or

(b) In cases where no comparable quotations are available, the Procuring Agency shall apply the corresponding item price from its duly approved cost estimate for evaluation purposes.

The prices so assigned shall be utilized exclusively for bid evaluation and comparison, and shall not, under any circumstances, be incorporated into or form part of the Contract Price.

15.4 The Bid price to be quoted in the Form of Bid in accordance with **ITB 13.1** shall be the total price of the Bid.

15.5 The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Goods it proposes to provide under the contract.

15.6 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.

16. Bids Currencies

16.1 Prices shall be quoted in Pakistani Rupees unless otherwise specified in the BDS in accordance with Rule 42 (2) of the Public Procurement Rules, 2026.

17. Bids Validity Period

17.1 Such extensions may be more than one time but the total period of such extension shall not exceed the original bid validity period.

17.2 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 Bids Securing Declaration as the case may be.

The procuring agency shall ordinarily be under an obligation to process and evaluate the bid and to issue letter of award within the stipulated bid validity period.

17.3 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 through EPADS v2.0,. The Bid Security provided under **ITB 17** 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.

18. Bid Security or Bid Securing Declaration

18.1 The Bidder shall furnish as part of its Bid, a Bid Security in accordance with Rule 36 of the Public Procurement Rules, 2026.

18.2 The original Bid Security shall be enclosed within the sealed envelope and to be submitted physically before closing time for submission of bids. Whereas, scanned copy of bid security shall be uploaded electronically through EPADS v2.0 before closing hours for submission of bids.

18.3 The Bidder who failed to submit the original Bids security before the submission deadline shall be disqualified straightaway.

18.4 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 18.7.**

18.5 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, a bank draft, 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;

b) a cashier’s or certified cheque; or

c) another security if indicated in the BDS.

The Bid Security shall be 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.

18.6 The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.7** are invoked.

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 documents, 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 Guarantee, for the performance of the contract if such a guarantee, is required by the Bid documents;

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

d. cancellation of procurement proceedings.

e. the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Bid document stipulates that no such withdrawal is permitted.

18.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract**,** or furnishing the Performance Guarantee.

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

a. if a Bidder:

b. withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the Bidder on the Form of Bids except as provided for in **ITB 16.2**; or

c. does not accept the correction of errors**;** or

d. in the case of a successful Bidder, if the Bidder fails:

e. to sign the contract; or

f. to furnish Performance Guarantee**.**

19. Withdrawal, Substitution, and Modification of Bid

19.1 Before Bid submission deadline, any Bidder may withdraw, substitute, or modify its Bid after it has been submitted through EPADS v2.0.

20. Format and Signing of Bid

20.1 The Bidder shall prepare and submit Bids with due diligence after carefully reading all the terms and condition before bid submission deadline through EPADS v2.0.

D. Submission of Bids

21. Submission of Bids through EPADS v2.0 before bid submission deadline.

21.1 The Technical and Financial Bids, shall be submitted electronically through EPADS, before bid submission deadline. The bid submission option shall be automatically disabled once the deadline is over.

22. Deadline for Submission of Bids

22.1 Bids shall be received by the Procuring Agency through EPADS v2.0 before bid submission deadline.

22.2 The Procuring Agency may, under exceptional circumstances, extend the deadline for the submission of Bids, after recording reasons in writing and in an equal opportunity manner.

In such case, all rights and obligations of the Procuring Agency and the Bidders that were previously governed by the original deadline shall thereafter be subject to the revised deadline.

E. Opening and Evaluation of Bids

23. Opening of Bids

23.1 The respective Bid Evaluation Committee of the Procuring Agency shall open all Bids through the EPADS v2.0, on the date and time specified in the Bid Data Sheet (BDS).

23.2 The respective Bid Evaluation Committee **shall generate minutes through EPADS v2.0 containing brief details of bid opening process.** The record of the Bid opening shall include, as a minimum: the name of the Bidder, the Bid price if applicable, and the presence or absence of a Bid Security or Bid Securing Declaration.

23.3 The procuring agency shall live broadcast the opening of bids on national media or on their website or digital channels, if the volume of procurement exceeds five hundred million rupees in case of goods and services and one thousand million rupees in case of works.

23.4 In case the date of opening of bid has been declared as public holiday or the procuring agency fails to open bid due to any EPADS v2.0 related issues, the submission and opening of bids shall be shifted to the next working day at the same time.

23.5 In case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and, 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 Bid respective Evaluation Committee.

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

24. Clarification of Bids

24.1 To assist in the examination, evaluation and comparison of Bids of the Bidders, the respective Bid Evaluation Committee may, ask any Bidder for a clarification of its Bid including breakdown of prices.

24.2 The request for clarification and the response shall be sought through EPADS v2.0 before **three days prior to the deadline for submission of bids.** No change in the prices or substance of the Bids shall be sought, offered, or permitted.

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

1. evaluation & qualification criteria;
2. required scope of work or specifications;
3. all securities requirements;
4. tax requirements;
5. terms and conditions of Bidding documents.
6. change in the ranking of the Bidder

24.4 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 Bids it should do so through **EPADS v2.0**.

25. Preliminary Examination of Bids

25.1 Prior to the detailed evaluation of Bids, the respective Bid Evaluation Committee will determine whether each Bid:

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

2. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding documents;

3. is accompanied by the required securities; and

4. is substantially responsive to the requirements of the Bidding documents.

25.2 The respective Bid Evaluation Committee's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

25.3 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: -

1. affects in any substantial way the scope, quality, or performance of the Goods;

2. limits in any substantial way, inconsistent with the Bidding documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or

3. if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

25.4 If a Bid is not substantially responsive, it will be rejected by the respective Bid Evaluation Committee and may not subsequently be evaluated for complete technical responsiveness.

26. Examination of Terms and Conditions; Technical Evaluation

26.1 The respective Bid Evaluation Committee shall examine the Bids 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.

26.2 The respective Bid Evaluation Committee shall evaluate the technical aspects of the Bids submitted, to confirm that all requirements specified in Schedule of Requirements and Technical Specifications of the Bidding documents have been met without material deviation or reservation.

26.3 If after the examination of the terms and conditions and the technical evaluation, the respective Bid Evaluation Committee determines that the Bid is not substantially responsive in accordance with **ITB,** it shall reject the Bid.

27. Correction of Errors

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

1. if there is a discrepancy between unit price 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 respective Evaluation Committee 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;

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

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

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

27.2 The amount stated in the Bid will be adjusted by the respective Bid Evaluation Committee 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 Bids Securing Declaration may be executed.

28. Conversion to Single Currency

28.1 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency in accordance with Rule 42(2) of Public Procurement Rules,2026.

29. Evaluation of Bids

29.1 The Bids, quotations, or proposals shall be evaluated by the respective evaluation committees as per evaluation criteria prescribed in the Bidding Documents in accordance with Rule 11, 12 and 13 of the Public Procurement Rules, 2026.

29.2 While evaluating the bids, the procuring agency shall consider the following:

i. Bids will be evaluated on lump sum bid basis or items wise or Lot wise (contracts), as specified in the BDS; and the Bid Price;

ii. correction of arithmetic errors in accordance with ITB 27;

30. Domestic Preference

30.1 The respective Bid Evaluation Committee shall evaluate and compare bids, allow for preference to domestic bidders, while competing with the international bidders in accordance with the policies of the Federal Government.

The percentage of preference, to be accorded shall be clearly mentioned in the bidding documents under the bid evaluation criteria.

31. Determination of Successful Bid

31.1 **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.**

31.2 **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 Successful Bid.

31.3 **Quality and Cost Based Selection (QCBS)**
In such combination, there shall be some specific weightage of both the technical features and financial aspects of the proposal. The financial marks shall be awarded on the basis of inverse proportion calculations. The successful bid shall be declared, on the basis of combined evaluation.

31.4 **Quality Based Selection (QBS)**
After meeting the requirements of eligibility, qualification and substantial responsiveness the bid in compliance with all the mandatory (technical) specifications/requirements and attaining highest marks in the Technical Evaluation considering all other qualitative and/or quantitative parameters (or point rated criteria) for technical proposal(s) such as working methodology, implementation plan, resource allocation, additional functionalities, risk

management approach, knowledge transfer techniques, post implementation methodology etc. shall be treated as highest ranked bid. Later on, the financial proposal of highest ranked bidder shall be opened, however, in case of failure to proceed further with such a bidder, the procuring agency may resort to second highest bidder and so on.

31.5 The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons:

1. 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 goods to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or

2. 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 goods.

31.6 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)(xxviii) of the Public Procurement Rules, 2026.

32. Abnormally Low Financial Bids

32.1 An abnormally low bid is a bid that, in light of the Procuring Agency's cost estimate, market conditions, or other received bids, appears to be unrealistically low and may not be sustainable for successfull contract execution.

32.2 **Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Successful Bids or as a part of the post-qualification process.**

32.3 The Procuring Agency may reject an Abnormally low financial bid in accordance with Rule 43 of the Public Procurement Rules, 2026.

32.4 In order to identify the Abnormally Low Bids (ALB) following approaches can be considered to minimize the scope of subjectivity:

1. Comparing the Bid price with the cost estimate;

2. Comparing the Bid price with the Bid(s) offered by other Bidders submitting substantially responsive Bids; and

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

32.5 The respective Bid Evaluation Committee will determine to its satisfaction whether the Bidder that is selected as having submitted the successful bid is qualified to perform the contract satisfactorily.

32.6 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, 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.

32.7 Respective Bid Evaluation Committee may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining an 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.

32.8 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 respective Bid Evaluation Committee will proceed to the next ranked Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

F. Award of Contract

33. Criteria of Award

33.1 The Procuring Agency will award the Contract to the Bidder whose Bids has been determined to be substantially responsive to the Bidding documents and who has been declared as Successful Bidder.

34. Negotiations

34.1 In accordance with Rule 52A of Public Procurement Rules, 2026, without changing the cost and scope of work or services, the procuring agency may

negotiate with the successful bidder (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.

There shall be no limitation on the successful bidder offering voluntary reduction in bid price without affecting the quality or scope of the procurement.

35. Procuring Agency's Right to reject all bids

35.1 The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the issuance of the Letter of Award, without incurring any liability, in accordance with Rule 45 of the Public Procurement Rules, 2026.

36. Cancellation of Procurement

36.1 The procuring agency reserves the right to cancel the procurement proceedings in accordance with Rule 46 of the Public Procurement Rules, 2026.

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

37.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease the **quantity of** Goods originally specified in these Bidding documents provided this does not exceed **by** 15%, without any change in unit price or other terms and conditions of the Bids and Bidding documents.

38. Notification of Award

38.1 Prior to the award of contract, the procuring agency shall announce and publish the result of bid evaluation on EPADS v2.0 in accordance with Rule 48 of the Public Procurement Rules, 2026.

The Bidder whose Bids has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bids/Bid Validity period. The Letter of Award will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the delivery of Goods as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).

38.2 The Letter of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Guarantee and signing of the contract.

39. Signing of Contract

39.1 Promptly after issuance of Letter of award, Procuring Agency shall send the successful Bidder the draft Contract, incorporating all terms and conditions as agreed by the parties to the contract.

39.2 Immediately after the Redressal of grievance by the GRC (if any), and **after fulfillment of all conditions precedent** of the Contract Form, the successful Bidder and the Procuring Agency shall sign the Contract.

40. Corrupt & Fraudulent Practices

40.1 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 engaging in any corrupt and fraudulent practices.

F. Grievance Redressal & Complaint Review Mechanism

41. Constitution of Grievance Redressal Committee

41.1 The Grievance Redressal Committee shall address the grievance, if any submitted by any party, including the bidder, in accordance with Rule 65 of the Public Procurement Rules, 2026 read with Redressal of Grievances Regulations, 2021.

In case if any party or the bidder is not satisfied with the decision of the GRC or if it fails to decide within ten days, the bidder or the party may file an appeal before the Appellate Committee of the Authority in accordance with Rule 65(7) of the Public Procurement Rules, 2026 to be read with Redressal of Grievances Regulations, 2021.

G. Mechanism of Blacklisting

42. Mechanism of Blacklisting

42.1 The Procuring Agency shall initiate blacklisting proceedings against any bidder, supplier, or contractor in accordance with the Rule 25 of the Public Procurement Rules, 2026.

42.2 The blacklisted/debarred bidder may file the review petition before the Authority in accordance with Rule 25 (6) of the Public Procurement Rules, 2026 to be read with Procedure of filing and disposal of Review Petitions Regulations, 2021.

43. Contract Management

43.1 For each procurement, the Procuring Agency shall designate a Contract Manager, who shall be duly responsible for the efficient management and administration of the contract in strict compliance with the provisions set forth under Rules 58, 59, and 60 of the Public Procurement Rules, 2026.

44. Inspection of goods and evaluation of services.

44.1 The Inspection Committee or the Firm shall have the right to conduct inspections of the goods in accordance with Rule 61 of the Public Procurement Rules, 2026.

45. Socio-economic development.

45.1 In accordance with Rule 63 of the Public Procurement Rules, 2026, preference may be granted to small and medium enterprises and marginalized groups in accordance with the policies notified by the Federal Government.

46. Environmental objectives

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

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: **Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01,02& 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad**

Period for Provision of Goods:

Extension Period (if applicable):

Expected commencement date: **Sunday, December 6, 2026**

BDS Clause Number 2
ITB Number 2.1

Source of funds [Enter source of funds]

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

Name and identification number of the Contract: **P186924**

Identification Number:

BDS Clause Number 3
ITB Clause Number 3.1

Eligible Bidder [Enter eligibility of bidder]

JV/Consortium or Association Allowed: **No**
Number of JV/Consortium Members: **Nil**
see section of eligibility criteria.

B. Bidding Documents

BDS Clause Number 4

ITB Clause Number 4.1

Eligible goods and related services [Enter requirements for eligible goods and related services, if any]

ITB Number 8.1

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Saturday, November 14, 2026

ITB Number 8.2

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Saturday, November 14, 2026

ITB Number 8.3

The Bidders may seek clarifications through **EPADS v2.0** : Clarification Date: Saturday, November 14, 2026

ITB Number 8.5

Pre-bid meeting will be/will not be held [Tick the appropriate] If yes write down the time, and date of the pre-Bid meeting:
[The meeting should take place not later than one weeks before the deadline for Bid submission.]

C. Preparation of Bids

BDS Clause Number 5
ITB Number 10.1

The Language of all correspondences and documents related to the Bids shall be in: **English**

List of documents required along with the bid:

1. The bidder must be registered with the Pakistan Engineering Council (PEC) in the relevant category with valid registration in category C-6 & above with specialized code of ME-03.

2. The Bidder must be registered with Income & sales Tax Departments and have active ATL status in the province where services are rendered.

3. The bidder shall have successfully completed at least two (02) similar elevator modernization projects during the last five (05) years, with each project having a completed contract value of not less than Rs. 6.00 million. The bidder(s) must provide in its e-bid copies of Work orders/contracts to establish the required experience

4. The bidder shall submit Audited Financial Statements for the last financial year (2025-26).

5. Bidders must provide an Affidavit on non-judicial stamp paper of Rs. 100/- that bidder is not blacklisted by any public sector organization.

BDS Clause Number 6
ITB Number 11.1

Documents required / not required with bid submission [enter list of documents] Samples required / not required with the bid [Enter the names and number of samples]

Items/Lots and their related documents:

See section items and Lots

BDS Clause Number 7
ITB Number 12.1

Items / Lots Specifications:

see section of items specifications.

BDS Clause Number 8
ITB Number 15.6

The price shall be **Fixed**.

BDS Clause Number 9
ITB Number 16.1

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

BDS Clause Number 10
ITB Number 17.1

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

BDS Clause Number 11
ITB Number 18.1

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**

ITB Number 18.2

The address for submission of original bid security is [Insert the address for bid security submission]

D. Submission of Bids

BDS Clause Number 12
ITB Number 20.1

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 before bid submission deadline.

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

The deadline for Bids submission is: **Tuesday, November 17, 2026 02:00 PM**

Day *: **Tuesday***

Date: ***Tuesday, November 17, 2026***

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

E. Opening and Evaluation of Bids

BDS Clause Number 13
ITB Number 23.1

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

Day *:* ***Tuesday***

Date: ***Tuesday, November 17, 2026***

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

ITB Number 29.2

The procuring agency shall consider the following:
lump sum bid basis; or
items wise; or
Lot wise (contracts),

ITB Number 30.1

BDS Clause Number 14
ITB Number 31.1

Domestic Preference [applicable / not applicable]

ITB Number 31.2

Selection technique adopted will be:
The Procuring Agency shall use any of the following evaluation techniques for determination of successful bid.

Least Cost Base Selection (LCBS)
Quality and Cost Based Selection (QCBS)
Quality Based Selection (QBS)
[Insert the Evaluation Technique]

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

F. Review of Procurement Decisions

BDS Clause Number 15
ITB Number 41.1

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

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

ITB Number 42.2

The Address of PPRA Grievance Redressal Appellate Committee 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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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
FBR (NTN)
FBR (GSTN)
SECP
PEC
Registrar of Firms

Eligibility Criteria	Document
The bidder must be registered with the Pakistan Engineering Council (PEC) in the relevant category with valid registration in category C-6 & above with specialized code of ME-03.	Yes
Must be registered with Income & sales Tax Departments and have active ATL status in the province where the Services are rendered.	Yes
Bidders must provide an Affidavit on non-judicial stamp paper of Rs. 100/- that bidder is not blacklisted by any public sector organization	Yes

The bidder shall have successfully completed at least two (02) similar elevator modernization projects during the last five (05) years, with each project having a completed contract value of not less than Rs. 6.00 million. The bidder(s) must provide in its e-bid copies of supply and Installation Work orders/contracts to establish the required experience	Yes
The bidder shall submit Audited Financial Statements for the last financial year (2025-26).	Yes

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Evaluation Criteria

Eligibile bidder(s) with substantially responsive bid(s) offering **Least Cost Based Selection (LCBS)** shall be consider for the award of contract(s).

Least Cost Based Selection (LCBS)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Items/Lots

Lot Title : Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01, 02 & 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad.

Bid Security : 250000 PKR

Item	UNSPSC	Delivery Schedule	Quantity	Warranty
Main Traction Machine	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 03/Qty	3 / Qty	01 Years
Elevator Control System	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 03/Qty	3 / Qty	01 Years
Connecting Rods	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 30/Qty	30 / Qty	--
LCD Display Card for COP	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 03/Qty	3 / Qty	01 Years

Item	UNSPSC	Delivery Schedule	Quantity	Warranty
LCD Display for LOP	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 15/Qty	15 / Qty	01 Years
Car Door with Operator	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 03/Qty	3 / Qty	01 Years
Door Senor	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 3/Qty	3 / Qty	01 Years
Leveling Booster Plate:	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 15/Qty	15 / Qty	--
Leveling Booster	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 3/Qty	3 / Qty	--
Main Hoisting Rope	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 2250/ft	2250 / ft	--
Teflon Pulley	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 9/Qty	9 / Qty	--

Item	UNSPSC	Delivery Schedule	Quantity	Warranty
Cabin & Machine Modification	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 03/job	3 / job	--
Couter Weight Pulley	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 3/Qty	3 / Qty	--
Emergency Rescue Device (ERD /ARD)	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 3/Qty	3 / Qty	01 Years
Main Guide Rail, Counterweight Guide Rail & Main Cabin Alignment	Elevator installation maintenance and repair service	**Address:** FDOC Plaza, I-8 Markaz, Islamabad **Schedule:** 60 Days **Quantity:** 3/job	3 / job	--

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Related Services of Goods:

No

Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01, 02 & 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad.

Item	UNSPSC	Related Services
Main Traction Machine	Elevator installation maintenance and repair service	Supply and Installation
Elevator Control System	Elevator installation maintenance and repair service	Supply and Installation
Connecting Rods	Elevator installation maintenance and repair service	Supply and Installation
LCD Display Card for COP	Elevator installation maintenance and repair service	Supply and Installation
LCD Display for LOP	Elevator installation maintenance and repair service	Supply and Installation
Car Door with Operator	Elevator installation maintenance and repair service	Supply and Installation
Door Senor	Elevator installation maintenance and repair service	Supply and Installation
Leveling Booster Plate:	Elevator installation maintenance and repair service	Supply and Installation
Leveling Booster	Elevator installation maintenance and repair service	Supply and Installation
Main Hoisting Rope	Elevator installation maintenance and repair service	Supply and Installation
Teflon Pulley	Elevator installation maintenance and repair service	Supply and Installation
Couter Weight Pulley	Elevator installation maintenance and repair service	Supply and Installation
Emergency Rescue Device (ERD /ARD)	Elevator installation maintenance and repair service	Supply and Installation

Items/Lot Specification

Lot Title : Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01, 02 & 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad.

Item: Main Traction Machine

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Commissioning of FUJI or approved equivalent Gearless Permanent Magnet Synchronous (PMS) Traction Machine, suitable for 1000 kg rated load, 1.0 m/s rated speed, motor power approx. 6.4 kW or manufacturer’s standard suitable rating, 3-Phase, 380–400V, 50Hz, complete with electromagnetic brake, encoder, traction sheave, rope guard, mounting base/frame, fixing hardware and all necessary accessories, including careful removal of the existing main traction machine, necessary mechanical/electrical connections, testing and commissioning, complete in all respects as per manufacturer’s recommendations and instructions of the Engineer-in-Charge.

Item: Elevator Control System

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Commissioning of Monarch NICE3000 or approved equivalent Integrated Elevator Control System, complete with control cabinet, inverter/drive, car control board (CCB), landing call and communication boards, encoder interface, closed-loop speed and position control, automatic leveling, door control, fault monitoring

and diagnosis, overload and limit protection, and emergency rescue operation, including all necessary connections, programming, adjustment and accessories required for proper and reliable operation, complete in all respects as per manufacturer’s recommendations and instructions of the Engineer-in-Charge.

Item: Connecting Rods

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Adjustment of 10 mm high-strength rope end connecting rods/anchoring assemblies, suitable for the existing elevator hoisting rope termination system, complete with nuts, washers, clamps/rope sockets and all required fixing accessories, including proper fixing and adjustment for secure rope termination, complete in all respects as per manufacturer’s recommendations and instructions of the Engineer-in-Charge.

Item: LCD Display Card for COP

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Commissioning of FUJI/Monarch compatible LCD Display and Interface Card for Car Operating Panel (COP), suitable for the proposed elevator controller, for displaying floor position, running direction and relevant elevator status, complete with PCB, connectors and all necessary accessories, including required connections and interfacing with the elevator control system, complete in all respects.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Item: LCD Display for LOP

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Commissioning of Horizontal LCD Dot Matrix Floor/Direction Display for Landing Operating Panel (LOP), FUJI/Monarch compatible and suitable for the proposed elevator controller, complete with communication/interface board, connectors and necessary mounting accessories, for indication of floor position and running direction, complete in all respects.

Item: Car Door with Operator

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Providing, Installation, Testing & Commissioning of Automatic Electric Elevator Car Door Assembly with encoder-controlled door motor and inverter/door controller, suitable for the existing door dimensions and elevator configuration, complete with door panels, door operator, tracks, hangers, rollers, limit/safety switches and all required accessories, with motor capacity of approximately 400 W or manufacturer’s suitable standard rating, including necessary adjustment and interfacing with the elevator control system, complete in all respects.

Item: Door Senor

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Commissioning of Automatic Electric Elevator Car Door Assembly with encoder-controlled door motor and inverter/door controller, suitable for the existing door dimensions and elevator configuration, complete with door panels, door operator, tracks, hangers, rollers, limit/safety switches and all required accessories, with motor capacity of approximately 400 W or manufacturer's suitable standard rating, including necessary adjustment and interfacing with the elevator control system, complete in all respects.

Item: Leveling Booster Plate:

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Adjustment of heavy-duty fabricated steel Leveling Booster Plate/Bracket for the landing-door leveling/stopping mechanism, properly aligned and securely fixed, complete with mounting brackets, nuts, bolts and all necessary fixing accessories, including required adjustment for proper and reliable operation, complete in all respects as per the existing elevator configuration and instructions of the Engineer-in-Charge.

Item: Leveling Booster

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Commissioning of 24V DC Elevator Leveling Booster, FUJI/Monarch-compatible and suitable for the existing landing-door/leveling mechanism, complete with mounting bracket, wiring, connectors and all necessary accessories, including required connections, adjustment and interfacing with the elevator control system, complete in all respects.

Item: Main Hoisting Rope

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Adjustment of 8 mm diameter elevator steel wire hoisting/traction rope, Korean origin or approved equivalent, suitable for passenger elevator traction service and compatible with the proposed traction machine, traction sheave and existing roping arrangement, approximately 850 Rft per elevator, with suitable rope construction, tensile grade and minimum breaking load as recommended by the traction-machine manufacturer, complete in all respects.

Item: Teflon Pulley

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Adjustment of 300 mm diameter elevator-duty Teflon/engineering polymer rope pulley, suitable for 8 mm hoisting rope, complete with shaft, bearings, U-clamp/mounting arrangement and necessary fixing accessories, with shaft and bearing dimensions compatible with the existing elevator arrangement and verified at site, complete in all respects.

Item: Cabin & Machine Modification

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Modification of Existing Elevator Structure for Installation of New Traction Machine, including modification/reinforcement of existing C-channel cabin/car yoke and traction-machine base, provision of required structural supports, brackets and anchor plates, including necessary nuts, bolts, welding, cutting, drilling, alignment, leveling, anti-rust treatment and painting, as required for proper installation and operation of the new traction machine, complete in all respects as per site requirements and instructions of the Engineer-in-Charge.

Item: Couter Weight Pulley

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Providing, Installation, Testing & Commissioning of 300 mm diameter cast iron counterweight pulley/sheave, suitable for 8 mm elevator rope and compatible with the existing counterweight arrangement, complete with compatible shaft, bearings, mounting brackets and necessary fixing accessories, complete in all respects.

Item: Emergency Rescue Device (ERD /ARD)

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Supply, Installation, Testing & Commissioning of FUJI/Monarch compatible or approved equivalent Automatic Rescue Device (ARD), suitable for 1000 kg, 1.0 m/s elevator, with rechargeable battery backup and automatic operation during power failure, including automatic leveling at the nearest floor and door opening for safe passenger release, complete with charger, control unit, wiring and necessary accessories, complete in all respects.

Item: Main Guide Rail, Counterweight Guide Rail & Main Cabin Alignment

UNSPSC: Elevator installation maintenance and repair service

Specifications / Requirements:

Complete alignment and servicing of the existing elevator system from Basement to Top Floor, including: 1. Alignment and leveling of main cabin guide rails. 2. Alignment and leveling of counterweight guide rails. 3. Alignment of the main elevator cabin/car with the guide rails and shaft landing doors. 3. Alignment of shaft landing doors with the elevator cabin and landing levels. 4. Checking and correction of rail plumb, spacing, leveling and related alignment as required for smooth and safe elevator operation. 5. All necessary engineering, servicing, adjustment and minor incidental works associated with the above alignment works shall be carried out by the Contractor. 6. Any other minor works, adjustments, fittings or rectification required during the alignment and servicing to achieve proper and satisfactory operation of the elevator shall be deemed included in this item.

Price Schedule

For Individual Items

#	Item 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

a. “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;

b. The “Arbitrator” is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 35 hereunder.

c. “Authority” means Public Procurement Regulatory Authority.

d. The “Commencement Date” is the date when the Supplier shall commence execution of the contract as specified in the SCC.

e. “Completion date” means the date of completion of the Contract by the Bidder as certified by the Procuring Agency.

f. “Procuring Agency” means:-

a. any Ministry, Division, Department or any Office of the Government;

b. any authority, corporation, body or organization established by or under a Law or which is owned or controlled by the Government;.

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

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

i. “Ancillary Services” means those services ancillary to the provision of Goods, 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 Bidder covered under the Contract;

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

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

l. **“**Day” means calendar day unless indicated otherwise.

m. “Defective Goods” are those goods which are below standards, requirements or specifications stated by the Contract.

n. “Delivery” means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

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

p. “Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

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 its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

q. The Bidder” means the individual or corporate body whose Bids to provide the Goods has been accepted by the Procuring Agency;

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

s. “Government” means the Government of Pakistan;

t. “Subcontractor” means any entity to which the Bidder subcontracts any part of the Goods.

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

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

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

x. “Completion Date” means the date of completion of the contract by the Bidder as certified by the Procuring Agency;

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

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

a. “Origin” means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.

b. “Specification” means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

c. “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;

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.

3. Applicable Law

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

4. Governing Language

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

5. Notices

5.1 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**.

6. Standard

6.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, 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.

7. Delivery/Location

7.1 The Goods shall be delivered to such locations as the Procuring Agency may approve and as specified in SCC.

8. Authorized Representatives / Authority of Member in charge

8.1 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 Bidder may be taken or executed by the officials specified in the **SCC**.

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

8. Effectiveness of Contract

8.1 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.

9. Commencement of the Contract

9.1 The Bidder 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.

10. Program

10.1 Before commencement of the Contract, the Bidder 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.

11. Starting Date/Expiration Date

11.1 The Bidder 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.**

11.2 Unless terminated earlier pursuant to Clause **GCC 16** hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

12. Entire Agreement

12.1 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.

13. Modification

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

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

14. Force Majeure

14.1 Definition

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

14.2 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.

14.3 Extension of Time

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. However, such period shall not exceed sixty (60) days.

14.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder 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.

15. Termination

15.1 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 Bidder 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);

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

b. If the Bidder becomes (or, if the Bidder 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 Bidder fails to comply with any final decision reached as a result of arbitration proceedings;

d. If, as the result of Force Majeure, the Bidder 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;

15.2 By the Bidder

The Bidder 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.

a. If the Procuring Agency fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute within forty-five (45) calendar days after receiving written notice from the Bidder that such payment is overdue.

b. If, as the result of Force Majeure, the Bidder 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.

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 Bidder may have subsequently approved in writing) following the receipt by the Procuring Agency of the Bidder's notice specifying such breach.

C. Obligations of the Bidder

16. General

16.1 Standard of Performance

1. The Bidder shall deliver the product 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 Bidder 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.

16.2 Law Applicable to Goods

The Bidder shall deliver the goods 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.

17. Conflict of Interests

17.1 Bidder Not to Benefit from Commissions and Discounts.

The remuneration of the Bidder shall constitute the Bidder's sole remuneration in connection with this Contract or the Services, and the Bidder 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 Bidder 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.

17.2 Bidder and Affiliates Not to be Otherwise Interested in Project

The Bidder agree that, during the term of this Contract and after its termination, the Bidder and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing Goods for any project resulting from or closely related to the Services.

17.3 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:

a. 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;

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

18. Confidentiality

18.1 Except with the prior written consent of the Procuring Agency, the Bidder and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

19. Insurance to be Taken Out by the Bidder

19.1 The Bidder(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, loss or damage, 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.

20. Bidder's Actions Requiring Procuring Agency's Prior Approval

20.1 The Bidder shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

(a) appointing such members of the Personnel not provided by the Bidder;

(b) changing the Program of activities; and

(c) any other action that may be specified in the SCC.

21. Reporting Obligations

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

22. Liquidated Damages

22.1 If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in **SCC**. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to **GCC Clause 16.**

22.2 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 Bidder by adjusting the next payment certificate. The Bidder shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in SCC.

22.3 Lack of performance penalty

If the Bidder 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 Bidder. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as specified in the SCC.

23. Performance Guarantee

23.1 The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form acceptable to the Procuring Agency as specified in SCC, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the SCC.

23.2 Within Seven (07) days from the issuance of acceptance letter from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of ------- at the discretion of the PA in the amount **specified in SCC.** In case the amount of Bids security is equal or greater than

23.3 The proceeds of the Performance Guarantee shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

23.4 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.

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

23.6 The bid security of the successful bidder shall not be substituted with the Performance Guarantee.

24. Fraud and Corruption

24.1 The Procuring Agency requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

25. Sustainable Procurement

25.1 The Bidder shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

D. Bidder's Personnel

26. Description of Personnel

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

27. Removal and/or Replacement of Personnel

27.1 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 Bidder, it becomes necessary to replace any of the Key Personnel, the Bidder shall provide as a replacement a person of equivalent or better qualifications.

27.2 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 Bidder 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.

27.3 The Bidder 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

28. Assistance and Exemptions

28.1 The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Bidder such assistance and exemptions as specified in the SCC.

29. Change in the Applicable Law

29.1 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 related Services rendered by the Bidder, then the remuneration and reimbursable expenses otherwise payable to the Bidder 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.

30. Services and Facilities

30.1 The Procuring Agency shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described , at the times and in the manner specified in the SCC or terms of reference.

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

F. Payments to the Bidder

31. Contract Price

31.1 The price payable shall be in Pakistani Rupees unless otherwise specified in the SCC. Prices charged by the Supplier for Goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

32. Terms and Conditions of Payment

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

32.2 Unless otherwise stated in the SCC, the advance payment shall be made against the provision by the Bidder 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 Bidder have submitted an invoice to the Procuring Agency specifying the amount due.

33. Currency of Payment

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

G. Quality Control

34. Identifying Defects

34.1 The principle and modalities of Inspection of the Goods by the Procuring Agency shall be as indicated in the SCC. The Procuring Agency shall check the Bidder’s performance and notify him of any Defects that are found. Such checking shall not affect the Bidder’s responsibilities. The Procuring Agency may instruct the Bidder 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.

35. Correction of Defects, and

Lack of Performance Penalty

35.1 The Procuring Agency shall give notice to the Bidder 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.

35.2 Every time notice a Defect is given, the Bidder shall correct the notified Defect within the length of time specified by the Procuring Agency's notice.

35.3 If the Bidder 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 Bidder will pay this amount, and a Penalty for Lack of Performance.

36. Taxes and Duties

36.1 A Supplier shall be entirely responsible for all taxes, duties, fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

H. Settlement of Disputes

37. Alternate Dispute Resolution

37.1 Upon the commencement of the Procurement Contract, any disputes arising between the contracting parties shall be resolved in accordance with Rule 66 of the Public Procurement Rules, 2026.

37.2 The procuring agency may refer the matter to the Chief Justice Islamabad High Court or Managing Director PPRA or the Secretary Ministry of Law & Justice for appointment of Arbitrator.

37.3 The fee for the Arbitrator shall be specified in Pak Rupees as determined by the appointing authority which shall be borne and shared equally by the contracting parties.

38. Change Orders

The Procuring Agency may at any time, by a written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

a)Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
b)The method of shipment or packing;
c)The place of delivery; and/or
d)The Services to be provided by the Supplier.

39. Contract Amendenments

39.1 Subject to GCC Clause 32, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

40. Sub-Contracts

40.1 The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

Special Conditions of Contract

SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause

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

Number of GC Clause 1

Definitions

The Procuring Agency is: **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**

The Supplier is:

The title of the subject procurement is: **Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01,02& 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad**

Number of GC Clause 3

Applicable/Governing Law:

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

Number of GC Clause 4

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 5

Notices:

The addresses for the notices are:

The Authority:

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 7.1

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 8

Effectiveness of the contract

Number of GC Clause 9

Commencement of Contract:

Number of GC Clause 11.2

Expiration of Contract:

Number of GC Clause 15

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 17

Conflict of Interest:

The Procuring Agency reserves the right to determine on a case-by-case basis whether the Bidder should be disqualified from providing goods or services due to a conflict of a nature described in Clause GCC 17**.**

Number of GC Clause 22

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 23

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 32

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 33

Currency of Payment:

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

Number of GC Clause 34

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 37

Following is the guidance for Dispute Resolution

(a) For Contracts to be entered with foreign Contractor/ Service Provider:

All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

(b) For Contracts to be entered with nationals of Pakistan:

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 in accordance with GCC clause 38.

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.

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.:***P186924***

Alternative No.: **[insert identification No if this is a Bid for an alternative]**

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.

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)

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., **Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01,02& 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad (*P186924*)** and has accepted a Bids by the Bidder for the provision of Goods in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

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

Witness to the signatures of the Procuring Agency:

……

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

Witness to the signatures of the Bidder: ……

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 Goods*(*hereinafter called "the Contract").

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

AND WHEREAS we have agreed to give the Bidders guarantee:

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

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

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Complete Bidding Dcoument.

Information (Read-Only)

See Form Under Additional Forms and Documents: **Complete Bidding Dcoument.** (page number: 79)

Financial Bid

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Bid** (page number: 152)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

PAKISTAN REAL ESTATE INVESTMENT & MANAGEMENT COMPANY (PVT) LTD

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

BIDDING DOCUMENT

Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01, 02 & 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad.

(Single Stage - One Envelop Procedure)

(National Competitive Bidding)

Tender Enquiry No. PRIMACO/P&C/Spare Parts FDOC Elevators/06/01/2026/Re

November 2026

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

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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: **Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01,02& 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad** *with* **Tender Enquiry No. PRIMACO/P&C/Spare Parts FDOC Elevators/06/01/2026/Re**

1. This Invitation to Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) *Tender Enquiry No.* ***PRIMACO/P&C/Spare Parts FDOC Elevators/06/01/2026/Re*** for the subject Services/Procurement, which is planned to appear on Website of PRIMACO & PPRA and vide PPRA EPADS on **06th November 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 EPADS Version 2.00 (www.ppra.gov.pk).

4. Bidders are requested to get registered on Public Procurement Regulatory Authority (PPRA) EPADS Version 2.00 (www.ppra.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 Version 2.00 (www.ppra.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 EPADS Version 2.00 (www.ppra.gov.pk), at a Tender Fee of **Rs. 5,000/-** (Non-Refundable) and Bid Security of **Rs. 250,000**/- 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 PPRA's EPADS Version 2.00 (www.ppra.gov.pk).

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

e-Bids Submission Date & Time	17th November 2026 at 1400 hours
e-Bids Opening Date & Time	17th November 2026 at 1430 hours

8. Substance of the Bid will be considered which are submitted via EPADS Version 2.00 (www.ppra.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. 17.

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

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Table of Contents

BIDDING DOCUMENT 1

SECTION I: INVITATION TO BIDS 2

SECTION II: INSTRUCTION TO BIDDERS (ITBs) 5

A. Introduction 5

B. Bidding Documents 7

C. Preparation of Bids 8

D. Submission of Bids 15

E. Opening and Evaluation of Bids 17

F. Award of Contract 27

G. Grievances Redressal & Compliant Review Mechanism 30

H. Mechanism of Blacklisting 30

SECTION III: BID DATA SHEET (BDS) 33

SECTION IV. ELIGIBLE COUNTRIES 36

SECTION V: SPECIFICATIONS & SCHEDULE OF REQUIREMENT 37

SECTION VI: STANDARD FORMS (BIDDERS RESPONSE SCHEDULES) 39

A. Form1: Form of Bid 40

B. Form 2: Price Schedule 41

C. **Form 3: Form of Qualification Information** 47

D - ~~Form4: Bid Securing Declaration~~ **~~(Not Applicable)~~** 48

E: **Form 5: Declaration of Non-Blacklisting and Litigation** 49

F: **Form 6: Undertaking / Certificate** 50

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT (GCC) 51

1. Definitions 51

2. Application and interpretation 53

3. Conditions Precedent 53

4. Governing Language 54

5. Applicable Law 54

6. Country of Origin 54

7. Standards 54

8. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan 54

9. Patent and Copy Rights 54

10. Performance Security (or Guarantee) 55

11. Inspections and Test 55

12. Packing 56

13. Delivery and Documents 56

14. Insurance 57

15. Transportation 57
16. Related Services 57
17. Spare Parts 58
18. ***Warranty/ Defect Liability Period*** 58
19. Payment 59
20. Prices 59
21. Change Orders 59
22. Contract Amendments 60
23. Assignments 60
24. Sub-contracts 60
25. ***Delays in the Supplier's Performance*** 60
26. Liquidated Damages 61
27. ***Termination for Default*** 61
28. ***Termination for Force Majeure*** 62
29. Termination ***for Insolvency*** 62
30. ***Termination for Convenience*** 62
31. ***Disputes Resolution*** 63
32. ***Procedure for Disputes Resolution*** 63
33. ***Replacement of Arbitrator*** 64
34. ***Limitation of Liability*** 64
35. Notices 64
36. Taxes and Duties 64
SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC) 65
SECTION IX: CONTRACT FORMS 70
Form 1: Notification of Award 71
Form 02: Form of Contract 72
Form 03: Performance Security (or Bank Guarantee) 73

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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– Specifications**. 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. *JV, consortium, or associations are NOT Eligible.*
	3.2	The invitation for Bids is open to all prospective Supplier, 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.
	3.3	*A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.* A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: 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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	3.4	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, Supplier and contractor is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.5	Bidders shall provide the Procuring Agency with evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.6	Bidders shall provide evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.7	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	NOT APPLICABLE
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid in the same bidding process, individually as a Bidder.
	5.2	No bidder can be a sub-contractor 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-contractor 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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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/Specifications **Section VI –** Standard Forms **Section VII** - General Conditions of Contract (GCC) **Section VIII** - Special Conditions of Contract (SCC) **Section IX** - Contract Form
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS.
	7.3	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 in the forms.
	7.4	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 response 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 clarification, it shall do so following the procedure under **ITB 9**.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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 provides 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		

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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.
	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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	16.2	For the purpose 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 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.
	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. 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 for the period of the extension, and in compliance with **ITB 18** in all respects.
18. Bid Security	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 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 and it shall be in the form specified in the BDS which shall be in any of the following: a) An irrevocable bank guarantee issued by a Scheduled bank on the form provided in the Bidding Documents 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 or; b) In shape of Pay Order
	18.4	Any Bid not accompanied by a Bid Security in accordance with **ITB 18.1** or **18.3** shall be rejected by the Procuring Agency as non- responsive, pursuant to **ITB 28**.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	18.5	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 **ITB42.**
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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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*

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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 publicly 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 grievances from all tiers of grievances.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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 effect 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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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 Notification 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).
	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 condition's 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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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 is callable upon demand issued by any reputable surety or insurance company (NOT APPLICABLE). 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/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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		

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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 contractor 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 contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor 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 contractor 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 contractor for submission of written reply of the show cause notice
	49.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor 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 contractor 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 contractor for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor 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 contractor, 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 contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor 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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	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 contractor 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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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 & Management Company (Pvt) Ltd on behalf of EOBI (Government of Pakistan).** The subject of procurement is: **Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01,02 & 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad** Period for delivery along with allied services: **02 Months (60 calendar days) from the Commencement Date.** Commencement date for delivery: **Following date as mentioned Letter of Acceptance or Notice to Commence issued by Employer.**
2	**2.1 & 2.2**	Financial year for the operations of the Procuring Agency: **2026-27** Name and identification number of the Contract No. PRIMACO/P&C/Spare Parts FDOC Elevators/06/01/2026/Re.
3.	**3.1**	Joint venture, consortium or association for this Contract/Procurement are **Not Eligible.**
4.	**4.1**	Eligible country is Pakistan
B. Bidding Documents		
7.	**7.2**	The number of documents to be completed is one original duly signed and stamped, which shall be properly scanned and uploaded at PPRA EPADS Version 2.00 (**www.ppra.gov.pk**). Original Bid may be kept by bidder and may not be submitted to PA unless called for clarification **if required.**
8.	**8.1**	The address for clarification of Bidding Documents is: - HOD (P&C) (am.contracts@primaco.com.pk) PRIMACO, EOBI House, 2nd Floor, Plot No. 32, 33 & 34, Sector G-10/4, Mauve Area, Islamabad Phone No: 051-9108254-55
9.	**8.5**	**Pre-Bid Meeting:** Not Required
C. Preparation of Bids		
10.	**10.1**	The Language of all correspondences and documents related to each Bid is: **English**
11.	**11.1**	**Documents constituting Each 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) Fixed amount of Bid Security furnished in accordance with **ITB 18 is Rs. 250,000/-** in shape of Pay Order/Bank Guarantee on standard Form as provided herein; 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: **Not Applicable (N/A)**
13.	**11.2(b)**	Characteristics: **Not Applicable (N/A)**
14.	**11.1(h)**	In addition to the documents stated in **ITB11,** the following documents must be included with the Bid: **Not Applicable (N/A)**

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
15.	**12.3(c)**	Other procurement specific documentation requirements are: **Not Applicable (N/A)**
16.	**12.4**	Spare parts required for years of operation: **Not Applicable (N/A)**
17.	**13.3 (b)**	The qualification criteria required from Bidders in **ITB13.3(b)** are as follows: ***a.*** The bidder must be registered with the Pakistan Engineering Council (PEC) in the relevant category with valid registration in category **C-6** & above with specialized code of **ME-03.** ***b.*** The Bidder must be registered with Income & sales Tax Departments and have active ATL status, ***proof shall be attached with e-proposal(s),*** ***c.*** Supplier must have proper Business Location/setup and telephone facility, ***proof shall be attached with e-proposal(s),*** ***d.*** Bidders must provide an Affidavit on non-judicial stamp paper of Rs. 100/- that bidder is not blacklisted by any public sector organization - ***(to be attached with the e-proposal),*** ***e.*** The bidder shall have successfully completed at least two (02) similar elevator modernization projects during the last five (05) years, with each project having a completed contract value of not less than Rs. 6.00 million. The bidder(s) **must provide in its e-bid copies of Work orders/contracts to establish the required experience** ***(to be attached with the e-proposal),*** ***f.*** The bidder shall submit Audited Financial Statements for the last financial year, ***(to be attached with the e-proposal),*** ***g.*** Compliance with specifications, delivery & warranty period (Section V).
18.	**15**	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall confirm that all items and allied services are Delivery Duty Paid at Procuring Agency's designated **EOBI Building at Plot No. 17 & 18, Fine Dinning & Office Complex, I-8 Markaz, Islamabad.**
19.	**15.8**	The quoted price shall be fixed.
20.	**16.1 (a)**	For Services and related supplementary services originating in Pakistan the currency of the Bid shall be Pakistani Rupees (PKR).
21.	**17.1**	The Bid Validity period shall be **Ninety (90) days.**
22.	**18.1**	Fixed amount of Bid Security amounting to **Rs. 250,000/-** is required in shape of Pay Order or Bank Guarantee (on prescribed Format).
23.	**19.1**	Alternative Bids to the requirements of the Bidding Documents: **Not Allowed**
24.	**21.1**	The number of documents to be completed is one original duly signed and stamped, which shall be properly scanned and uploaded at PPRA EPADS (www.eprocure.gov.pk). Original Bid may be kept by bidder and may not be submitted to PA unless called for clarification if required.
25.	**21.2**	Bidder's Authorization: Written confirmation of authorization is: 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)**	Bid shall be submitted as per E-Pak Procurement Regulations 2023: HOD(P&C) (am.contracts@primaco.com.pk) 2nd Floor, PRIMACO Office, EOBI House, , Plot No. 32, 33 & 34, Sector G-10/4, Mauve Area, Islamabad, Phone No: 051-9108254-55
27.	**22.2(b)**	Title of the subject Procurement or Project name: **Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01,02& 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad.** *Tender Enquiry No.* PRIMACO/P&C/Spare Parts FDOC Elevators/06/01/2026/Re Time and date for submission: **1400 Hours, 17th November 2026**
28.	**23.1**	The deadline for Bid submission is: - a) **Day: Tuesday** b) **Date: 17th November 2026** c) **Time: 1400 Hours**

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
E. Opening and Evaluation of Bids		
29.	**26.1**	The Bid opening shall take place at PPRA EPADS V2.00 (www.ppra.gov.pk). Address: **Interested Bidders may witness the Bid Opening at 2nd Floor, PRIMACO office, EOBI House, Plot No. 32, 33 & 34, Sector G-10/4, Mauve Area, Islamabad Phone No: 051-9108254-55** **a) Day: Tuesday (b) Date: 11th November 2026 (c) Time: 1430 Hours**
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: **Not Applicable (*N/A*)** The date of exchange rate shall be: **Not Applicable (*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: **Not Applicable (*N/A*)**
33.	**33.5(a)**	Delivery schedule: ***60 calendar Days following date mentioned in LOA or Notice to Commence issued by Employer.***
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; **Not Applicable (*N/A*)**
36.	**34.1**	a) Domestic preference to apply: **Applicable**
F. Award of Contract		
37.	**40.1**	Percentage for quantity increase or decrease is: **1 5** %
38.	**43.1**	**The Performance Security (or guarantee) shall be: 10**% of contract value either in form of Bank Guarantee (as per prescribed Form) or Bank Draft/CDR/SDR. Validity of Performance Security and its discharge/release will be One Year (01) after the warranty period is completed.
39.	**43.2**	The Performance Security (or guarantee) shall be in the form of: Either in the form of Bank Guarantee (as per prescribed Form) or Bank Draft/CDR/SDR, which shall be discharged after expiry of one year warranty period.
40.	**45.1**	Arbitrator shall be appointed by mutual consent of both parties.
G. Grievances Redressal & Compliant Review Mechanism		
41.	**49.1**	The address of the Procuring Agency: **PRIMACO, EOBI House, 2nd Floor, Plot No. 32, 33 & 34, Sector G-10/4, Mauve Area, Islamabad** **Phone No: 051-9108254-55**
42.		The Address of PPRA to submit a copy of grievance: ***Grievance Redressal Appellate Committee, Public Procurement Regulatory Authority (PPRA), 1st Floor, G-5/2, Islamabad, Pakistan*** *Tel:+92-51-9202254*

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

SECTION IV. ELIGIBLE COUNTRIES

All the bidders are allowed to participate in the subject procurement within Pakistan only.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

SECTION V: SPECIFICATIONS & SCHEDULE OF REQUIREMENT

The scope of work/services shall include but is not limited to the following:

5.1. Scope of Work:

The work shall comprise the complete modernization of Elevator No. 01, Elevator No. 02 and Elevator No. 04 (03 Nos. ORONA Elevators) installed at FDOC Building, I-8 Markaz, Islamabad, on a turnkey basis, including removal of existing components, supply, installation, testing, commissioning and handing over of the elevators in safe and fully operational condition.

The Contractor shall execute the works on a complete turnkey basis, including all labour, supervision, tools, tackles, Elevatoring arrangements, transportation, consumables, accessories, wiring, testing equipment and other items necessary for satisfactory completion of the works.

5.2. Removal of Existing Components:

a) Safely isolate and remove existing components identified for replacement as part of the modernization works.

b) Remove all existing components/materials identified for replacement from the work area in a safe, secure and non-damaging manner, and successfully shift them to the location designated by the Employer, in good and serviceable condition, as directed.

c) Ensure no damage to existing reusable equipment, Elevator shaft, machine room, finishes or building services. Any damage caused by the Contractor's operations shall be made good at the Contractor's own cost.

d) Take all precautions necessary to protect building occupants, staff and the public during removal process of existing equipment, including barricading, warning signage and out-of-service notices at all landings.

5.3. Supply, Installation & Commissioning

a) Supply and install all equipment and components strictly in accordance with the specifications, and quantities set out in the Bill of Quantities (BOQ), ensuring full compatibility with the existing elevators. No deviation from the BOQ specification shall be made without the Employer's prior written approval.

b) Complete all mechanical, electrical and control connections, including necessary supports, terminations, earthing/bonding and adjustments, in accordance with the equipment manufacturer's installation instructions and applicable codes.

c) Conduct complete testing, calibration and commissioning of the elevator in accordance with the applicable code and manufacturer's procedures.

d) Verify proper operation of leveling accuracy, doors (open/close force and reversal), safety circuits, limit switches, overload protection, emergency alarm and communication, ARD, fireman's/emergency operation (if applicable) and all other safety and operational functions.

e) Rectify, at no additional cost to the Employer, all defects identified during testing and commissioning and repeat testing until the elevator meets the specified performance and safety criteria.

5.4. Quality Assurance

a) All items shall be **brand new, unused, and genuine parts**, which should be compatible with the existing Elevator System installed.

b) No refurbished, repaired, or duplicate items shall be accepted.

5.5. Delivery and Handling

a. Delivery shall be made at **FDOC Building located at I-8 Markaz, Islamabad**.

b. Supplier shall ensure **safe packing, handling, and transportation**.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

5.6. Inspection and Acceptance

a. All supplied items shall be inspected by Authorized Representative of Employer before Installation.

b. Any defective, damaged, or non-compliant items shall be replaced immediately at supplier's cost.

5.7. Payment Terms

a. No mobilization shall be paid to the successful bidder.

b. No Secure advance shall be paid to the successful bidder.

c. Interim payment shall be made upon the successful completion of supply, installation, testing and commissioning of each individual Elevator, subject to satisfactory inspection, verification and certification by the Employer/Engineer.

d. Final payment (less retention money) shall be made by the Employer upon 100% satisfactory successful supply, installation, testing and commissioning of all Elevators, subject to satisfactory inspection, verification and certification by the Employer/Engineer.

e. Retention Money shall be deducted from each Invoice at the rate of 5% of the Contract value. 50% of the Retention money shall be released upon issuance of the Taking-Over Certificate (TOC), while the remaining 50% shall be released upon issuance of the Completion Certificate (Defects Liability Certificate/DLC).

f. Payment shall be made after deduction of applicable taxes i.e. Income Tax, GST etc. at source as per Government Rules.

5.8. Employer Representative / The Engineer

a) HOD (Engineering), PRIMACO, or his authorized representative, shall be responsible for the supervision of Works and verification of Bills/Invoices.

5.9. Contract Completion Timeline

a) 02 Months (60 days) from the Commencement Date as mentioned in Letter of Acceptance or Employer's Notice to Commence.

b) In the event of delay, liquidated damages/penalty charges at the rate of 0.1% of the Contract Value per day shall be imposed, subject to a maximum of 10% of the Contract Value.

5.10. Warranty & Defects Liability Period

a. The Contractor shall warrant all supplied equipment, materials and workmanship for a period of 12 Months or ONE Year from the date of Issuance of Substantial Completion Certificate (TOC).

b. The Defects Liability Period shall be Six (06) Months from the date of issuance of TOC for successful testing, commissioning and handover.

c. The Contractor shall rectify or replace, at no additional cost, any defect arising from defective material, workmanship or installation during the Defects Liability Period.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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)**

Form 5: Declaration of Non-Blacklisting and Litigation

Form 6: Undertaking / Certificate

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

A. Form1: Form of Bid

Date:
To: **HOD (P&C)**
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 *[description of Tender]* in conformity with the said Bidding Documents stated terms & conditions for the sum of *[total Bid Amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

1. We declare that our Bidding price did not involve agreements with other Bidders for the purpose of Bid suppression.
2. We are hereby confirming PRIMACO, to be the Appointing Authority, to appoint the adjudicator in case of any arisen disputes in accordance with **ITB Clause 45.1**
3. We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
4. 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.
5. We declare that, as Bidder(s) we do not have conflict of interest with reference to **ITB Clause3.7**.
6. 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.
7. 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.
8. Our firm, its affiliates or subsidiaries–including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Pakistan under Pakistan's laws or official regulations.
9. 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.
10. 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 Clause3** of the Bidding Documents.

Dated this _____day of_____2026.

(Name) _____
[Signature] _____
[in the capacity of] _____

Duly authorized to sign Bid for and on behalf of _____

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

B. Form 2: Price Schedule

This form shall be printed on bidder's letterhead with requisite items description, specification, unit and Quantities as illustrated in SECTION V.

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
1.	**Main Traction Machine:** Supply, Installation, Testing & Commissioning of FUJI or approved equivalent Gearless Permanent Magnet Synchronous (PMS) Traction Machine, suitable for 1000 kg rated load, 1.0 m/s rated speed, motor power approx. 6.4 kW or manufacturer's standard suitable rating, 3-Phase, 380–400V, 50Hz, complete with electromagnetic brake, encoder, traction sheave, rope guard, mounting base/frame, fixing hardware and all necessary accessories, including careful removal of the existing main traction machine, necessary mechanical/electrical connections, testing and commissioning, complete in all respects as per manufacturer's recommendations and instructions of the Engineer-in-Charge.	Nos.	03		
2.	**Elevator Control System:** Supply, Installation, Testing & Commissioning of Monarch NICE3000 or approved equivalent Integrated Elevator Control System, complete with control cabinet, inverter/drive, car control board (CCB), landing call and communication boards, encoder interface, closed-loop speed and position control, automatic leveling, door control, fault monitoring and diagnosis, overload and limit protection, and emergency rescue operation, including all necessary connections, programming, adjustment and accessories required for proper and reliable operation, complete in all respects as per manufacturer's recommendations and instructions of the Engineer-in-Charge.	Nos.	03		

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
3.	**Connecting Rods:** Supply, Installation, Testing & Adjustment of 10 mm high-strength rope end connecting rods/anchoring assemblies, suitable for the existing elevator hoisting rope termination system, complete with nuts, washers, clamps/rope sockets and all required fixing accessories, including proper fixing and adjustment for secure rope termination, complete in all respects as per manufacturer's recommendations and instructions of the Engineer-in-Charge.	Nos.	30		
4.	**LCD Display Card for COP:** Supply, Installation, Testing & Commissioning of FUJI/Monarch compatible LCD Display and Interface Card for Car Operating Panel (COP), suitable for the proposed elevator controller, for displaying floor position, running direction and relevant elevator status, complete with PCB, connectors and all necessary accessories, including required connections and interfacing with the elevator control system, complete in all respects.	Nos.	03		
5.	**LCD Display for LOP:** Supply, Installation, Testing & Commissioning of Horizontal LCD Dot Matrix Floor/Direction Display for Landing Operating Panel (LOP), FUJI/Monarch compatible and suitable for the proposed elevator controller, complete with communication/interface board, connectors and necessary mounting accessories, for indication of floor position and running direction, complete in all respects.	Nos.	15		
6.	**Car Door with Operator:** Providing, Installation, Testing & Commissioning of Automatic Electric Elevator Car Door Assembly with encoder-controlled door motor and inverter/door controller, suitable for the existing door dimensions and elevator configuration, complete with door panels, door operator, tracks,	Nos.	03		

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
	hangers, rollers, limit/safety switches and all required accessories, with motor capacity of approximately 400 W or manufacturer's suitable standard rating, including necessary adjustment and interfacing with the elevator control system, complete in all respects.				
7.	**Door Senor:** Supply, Installation, Testing & Commissioning of Automatic Electric Elevator Car Door Assembly with encoder-controlled door motor and inverter/door controller, suitable for the existing door dimensions and elevator configuration, complete with door panels, door operator, tracks, hangers, rollers, limit/safety switches and all required accessories, with motor capacity of approximately 400 W or manufacturer's suitable standard rating, including necessary adjustment and interfacing with the elevator control system, complete in all respects.	Nos.	03		
8.	**Leveling Booster Plate:** Supply, Installation, Testing & Adjustment of heavy-duty fabricated steel Leveling Booster Plate/Bracket for the landing-door leveling/stopping mechanism, properly aligned and securely fixed, complete with mounting brackets, nuts, bolts and all necessary fixing accessories, including required adjustment for proper and reliable operation, complete in all respects as per the existing elevator configuration and instructions of the Engineer-in-Charge.	Nos.	15		
9.	**Leveling Booster:** Supply, Installation, Testing & Commissioning of 24V DC Elevator Leveling Booster, FUJI/Monarch-compatible and suitable for the existing landing-door/leveling mechanism, complete with mounting bracket, wiring, connectors and all necessary accessories, including required connections, adjustment and	Nos.	03		

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
	interfacing with the elevator control system, complete in all respects.				
10.	**Main Hoisting Rope:** Supply, Installation, Testing & Adjustment of 8 mm diameter elevator steel wire hoisting/traction rope, Korean origin or approved equivalent, suitable for passenger elevator traction service and compatible with the proposed traction machine, traction sheave and existing roping arrangement, approximately 850 Rft per elevator, with suitable rope construction, tensile grade and minimum breaking load as recommended by the traction-machine manufacturer, complete in all respects.	Rft.	2,550		
11.	**Teflon Pulley:** Supply, Installation, Testing & Adjustment of 300 mm diameter elevator-duty Teflon/engineering polymer rope pulley, suitable for 8 mm hoisting rope, complete with shaft, bearings, U-clamp/mounting arrangement and necessary fixing accessories, with shaft and bearing dimensions compatible with the existing elevator arrangement and verified at site, complete in all respects.	Nos.	09		
12.	**Cabin & Machine Modification:** Modification of Existing Elevator Structure for Installation of New Traction Machine, including modification/reinforcement of existing C-channel cabin/car yoke and traction-machine base, provision of required structural supports, brackets and anchor plates, including necessary nuts, bolts, welding, cutting, drilling, alignment, leveling, anti-rust treatment and painting, as required for proper installation and operation of the new traction machine, complete in all respects as per site requirements and instructions of the Engineer-in-Charge.	Job	03		

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
13.	**Couter Weight Pulley:** Providing, Installation, Testing & Commissioning of 300 mm diameter cast iron counterweight pulley/sheave, suitable for 8 mm elevator rope and compatible with the existing counterweight arrangement, complete with compatible shaft, bearings, mounting brackets and necessary fixing accessories, complete in all respects.	Nos.	03		
14.	**Emergency Rescue Device (ERD/ARD):** Supply, Installation, Testing & Commissioning of FUJI/Monarch compatible or approved equivalent Automatic Rescue Device (ARD), suitable for 1000 kg, 1.0 m/s elevator, with rechargeable battery backup and automatic operation during power failure, including automatic leveling at the nearest floor and door opening for safe passenger release, complete with charger, control unit, wiring and necessary accessories, complete in all respects.	Nos.	03		
15.	**Main Guide Rail, Counterweight Guide Rail & Main Cabin Alignment:** Complete alignment and servicing of the existing elevator system from Basement to Roof Top, including: 1. Alignment and leveling of main cabin guide rails. 2. Alignment and leveling of counterweight guide rails. 3. Alignment of the main elevator cabin/car with the guide rails and shaft landing doors. 3. Alignment of shaft landing doors with the elevator cabin and landing levels. 4. Checking and correction of rail plumb, spacing, leveling and related alignment as required for smooth and safe elevator operation. 5. All necessary engineering, servicing, adjustment and minor incidental works associated with the above alignment works shall be	Job	03		

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
	carried out by the Contractor. 6. Any other minor works, adjustments, fittings or rectification required during the alignment and servicing to achieve proper and satisfactory operation of the elevator shall be deemed included in this item.				
				Total Cost (PKR)	
				Applicable Sale/Service Tax (PKR) @ 15%	
				Total Cost Inclusive of all applicable taxes (PKR)	

Note: *This Contract includes both Supply and Installation, Sales Tax at the rate of 15% shall be applicable and charged in accordance with the prevailing Government Rules and Regulations.*

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

C. Form 3: Form of Qualification Information

1. Individual Bidders

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. The qualification criteria required from Bidders in ITB13.3(b) are as follows:
b. The bidder must be registered with the Pakistan Engineering Council (PEC) in the relevant category with valid registration in category C-6 & above with specialized code of ME-03.
c. Must be registered with Income & sales Tax Departments and have active ATL status, proof shall be attached with e-proposal(s),
d. Supplier must have proper Business Location/setup and telephone facility, proof shall be attached with e-proposal(s),
e. Bidders must provide an Affidavit on non-judicial stamp paper of Rs. 100/- that bidder is not blacklisted by any public sector organization on prescribed format herein - (to be attached with the e-proposal),
f. The bidder shall have successfully completed at least two (02) similar elevator modernization projects during the last five (05) years, with each project having a completed contract value of not less than Rs. 6.00 million. The bidder(s) must provide in its e-bid copies of supply and Installation Work orders/contracts to establish the required experience (to be attached with the e-proposal),
g. The bidder shall submit Audited Financial Statements for the last financial year, (to be attached with the e-proposal).

Pattern for Response

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

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

D - Form4: Bid Securing Declaration **(Not Applicable)**

[The Bidder shall fill in this Form separately for applied corresponding Lot(s) in accordance with the instructions indicated.]

Date: *[insert date(as day, month and year)]*
Tender Enquiry No. *PRIMACO/P&C/Parts Karachi/08/01/2025*

To:
HOD (P&C)
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 hence for the 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 incorrupt 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**] 0*

Dated on_____day of_____,_____*[insert **date of signing**]*
Corporate Seal (where appropriate)

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

E: Form 5: Declaration of Non-Blacklisting and Litigation

(To be submitted on non-judicial stamp paper or e-stamp paper of Rs.100)

I/we _____, address _____, do hereby solemnly affirm and declare as under:-

- That our firm has not been blacklisted/ debarred from any Government/ Semi Government/ Autonomous/ Public Sector Organization or any Agency.
- That the firm has not been involved in any kind of litigation.
- That there is no litigation between partners of the firm.

We further affirm and declare that above is true to best of our/my knowledge and that nothing has been concealed or hidden therein.

Signature of authorized signatory
Name: _____
Designation: _____
CNIC: _____
Seal/Stamp: _____
Date: _____

Note:

i. Duly signed by owner/CEO of the company or authorized representative having authority letter.
ii. To be submitted on non-judicial stamp paper of Rs.100

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

F: **Form 6: Undertaking / Certificate**

(To be submitted on non-judicial stamp paper or e-stamp paper of Rs.100)

The Service provider will provide only original / genuine and brand-new products according to Procuring Agency Specifications and not substandard, poor quality, fake / counterfeited products / items.

If provided items/ information found false, or the Service provider found Blacklisted / debarred by any organization in Pakistan, or any criminal proceedings found in any court of law, the contract of the Service provider will be immediately terminated without assigning any reason and making any refund/ payment. Further the performance security given by the firm will also be confiscated and blacklisting / debarment proceedings may also be initiated against the Service provider.

M/s._____

Contact person . _____

Address: _____

Tel # _____ Mobile _____ Fax._____

Signature _____ Dated _____ Agency seal:

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT (GCC)

This Section includes the General clauses to be applied in all the contracts. General Conditions of the Contract (GCC) remain the same as illustrated in PPRA National Standard Bidding Document for Procurement of General Goods.

These GCC are supplemented by Special Conditions of the Contract (SCC) in following Section VIII.

1. Definitions	1.1	The following words and expressions shall have the meanings hereby assigned to them:
		a) **"Authority"** means Public Procurement Regulatory Authority **b)** The **"Arbitrator"** is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder. **c)** The **"Contract"** means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. **d)** The **"Commencement Date"** is the date when the Supplier shall commence execution of the contract as specified in the SCC. **e)** **"Completion"** means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract. **f)** **"Country of Origin"** means the countries and territories eligible under the PPRA Rules 2004 and its corresponding Regulations as further elaborated in the SCC. **g)** The **"Contract Price"** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. **h)** **"Defective Goods"** are those goods which are below standards, requirements or specifications stated by the Contract. **i)** **"Delivery"** means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract. **j)** **"Effective Contract date"** is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause 3.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

		k) **"Procuring Agency"** means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC. **l)** **"Related Services"** means those services ancillary to the delivery of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract. **m)** **"GCC"** means the General Conditions of Contract contained in this section. **n)** **"Intended Delivery Date"** is the date on which it is intended that the Supplier shall effect delivery as specified in the SCC. **o)** **"SCC"** means the Special Conditions of Contract. **p)** **"Supplier"** means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the supplier and shall be named in the SCC. **q)** **"Project Name"** means the name of the project stated in SCC. **r)** **"Day"** means calendar day. **s)** **"Eligible Country"** means the countries and territories eligible for participation in accordance with the policies of the Federal Government. **t)** **"End User"** means the organization(s) where the goods will be used, as named in the SCC. **u)** **"Origin"** means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components. **v)** **"Force Majeure"** means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. 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 its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

		circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party Invoking Force Majeure to prevent), confiscation or any other action by Government agencies. **w)** **"Specification"** means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency. **x)** The **Supplier's Bid** is the completed Bid document submitted by the Supplier to the Procuring Agency.
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) Contractor's Bid, and 8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
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 supplier a certificate of Contract

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

		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 Supplier 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 Goods and Services may be distinct from the nationality of the Supplier.
7. Standards	7.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, 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 Supplier 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 Supplier 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 Supplier 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 Supplier's performance under the Contract if so required by the Procuring Agency.
	8.4	The Supplier shall permit the Government of Pakistan or / and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier 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 Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods 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 Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers 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 Letter of Acceptance 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 Supplier'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 Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.
11. Inspections and Test	11.1	The Procuring Agency or its representative shall have the right to inspect and /or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.
	11.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
	11.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

	11.4	The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or eared by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
	11.5	Nothing in GCC Clause 10 shall in any way release the supplier from any warranty or other obligations under this Contract.
12. Packing	12.1	The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
	12.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.
13. Delivery and Documents	13.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and or other documents to be furnished by the Supplier as specified in SCC.
	13.2	For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.
	13.3	Documents to be submitted by the Supplier are specified in SCC.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

14. Insurance	14.1	The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.
15. Transportation	15.1	Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.2	Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	15.3	Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
16. Related Services	16.1	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: a) Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods; b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start- up, operation, maintenance, and/or repair of the supplied Goods.
	16.2	Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

		upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
17. Spare Parts	17.1	As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: **a)** Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and **b)** In the event of termination of production of the spare parts: i. advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested
18. Warranty/ Defect Liability Period	18.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.
	18.2	This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC after the date of shipment from the port or place of loading in the source country, +whichever period concludes earlier, unless specified otherwise in SCC.
	18.3	The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.
	18.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.
	18.5	If the Supplier, having been notified, fails to remedy the

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

		defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.
19. Payment	19.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	19.2	The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 13, and upon fulfillment of other obligations stipulated in the Contract.
	19.3	Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the SCC.
	19.4	The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
	19.5	All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC Clause 19.4
20. Prices	20.1	The contract price shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
	20.2	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC or in the Procuring Agency's request for Bid Validity extension, as the case may be.
21. Change Orders	21.1	The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 22, make changes within the general scope of the Contract in any one or more of the following: a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency; b) The method of shipment or packing; c) The place of delivery; and/or d) The Services to be provided by the Supplier
	21.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of

		any provisions under the Contract an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.
	21.3	Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
22. Contract Amendments	22.1	Subject to **GCC Clause 20**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
23. Assignments	23.1	Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.
24. Sub-contracts	24.1	2The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Sub-contracting shall not alter the Supplier's obligations.
	24.2	Subcontracts must comply with the provision of **GCC Clause 5.**
25. Delays in the Supplier's Performance	25.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.
	25.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	25.3	Except as provided under **GCC Clause 28**, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon pursuant to GCC Clause 25.2 without the application of liquidated damages.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

26. Liquidated Damages	26.1	Subject to GCC Clause 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 26.
27. Termination for Default	27.1	The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.
	27.2	Fundamental breaches of Contract shall include, but shall not be limited to the following: a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 24; or b) the Supplier fails to perform any other obligation(s) under the Contract; c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC; d) the supplier has abandoned or repudiated the contract. e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation; f) a payment is not paid by the Procuring Agency to the Supplier 84 days after the due date for payment; g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency; and h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract. For the purpose of this clause: **"Corrupt and Fraudulent Practice"** means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.
	27.4	In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 26.1, the Procuring Agency may procure, upon such terms and in such manner

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

		as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
28. Termination for Force Majeure	28.1	Notwithstanding the provisions of GCC Clauses 25, 26, and 27, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure. For purpose of this clause, ''Force Majeure'' means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent
	28.2	If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
29. Termination ***for Insolvency***	29.1	The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
30. Termination for Convenience	30.1	The Procuring Agency, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the Contract is terminated, and the date upon which such termination becomes effective.
	30.2	The Goods that are complete and ready for shipment within

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

		thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency at the Contract terms and price. For the remaining Goods, the Procuring Agency may elect: a) To have any portion completed and delivered at the Contract terms and prices; and / or b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
31. Disputes Resolution	31.1	In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.
	31.2	After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.
32. Procedure for Disputes Resolution	32.1	The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and in the place shown in the SCC.
	32.2	The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.
	32.3	The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

33. Replacement of Arbitrator	33.1	Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.
34. Limitation of Liability	34.1	Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC Clause 8, a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.
35. Notices	35.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.
	35.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
36. Taxes and Duties	36.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.
	36.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
	36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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 & Management Company (Pvt) Ltd on behalf of EOBI (Government of Pakistan)**
2.	1.1(j)	The Supplier is: **Most Advantageous Bidder**
3.	1.1(q)	The title of the subject procurement or The Project is: **Procurement of Spare Parts for Installation of MONARCH Electronic Control System in ORONA Passenger Elevator's No.01,02& 04 installed at Plot No. 17 & 18, Fine Dining & Office Complex (FDOC), I-8 Markaz, Islamabad. PRIMACO/P&C/Spare Parts FDOC Elevators/06/01/2026/Re**
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	The Performance Security (or guarantee) shall be: 10% of contract value either in form of Bank Guarantee (Form attached) or Bank Draft/CDR/ SDR. Validity of Performance Security and its discharge/release will be One Year (01) after warranty period is completed.
8	10.4	The Performance Security (or guarantee) shall be in the form of: Either in the form of Bank Guarantee (Form attached) or Bank Draft/CDR/SDR, which shall be discharged/released after expiry of one year warranty period.
Inspections and Tests (GCC 11)		
9.	11.1	Inspection and test at final acceptance are as follows: i. After delivery of equipment at the Purchaser's premises, the Purchaser shall inspect the quality & specifications, ii. The Purchaser will carry out detailed examination and can reject, if found not according to the approved/agreed technical specifications etc. Moreover, the Supplier will also be responsible for replacing the same without incurring any liability towards Purchaser.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Packing (GCC Clause 12)		
10.	12.2	The following **SCC** shall supplement **GCC Clause12.2**: The Goods shall be packed/secure properly in accordance with standard practices while submitting/sharing with PRIMACO.
11.	13.3	For Goods from within Pakistan: Upon delivery of the Goods to the transporter, the Supplier shall notify the Procuring Agency and mail the following documents to the Procuring Agency: (i.) one original of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; (ii.) delivery note (iii.) Supplier's warranty/validity certificate; The above documents shall be received by the Procuring Agency before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
12.	14	**Insurance (GCC Clause 14) Not Applicable**
13.	18	**Warranty (GCC Clause 18)**
14.	18.2	Warranty: -. GCC Clause 18.2—In partial modification of the provisions, the warranty period shall be **One (01) year** from date of acceptance of the complete Installation and Commissioning/Handover.
15.	18.4 & 18.5	The period for correction of repair or replace the defective Goods or parts in the warranty period is: **Three (03) days**
Payment (GCC Clause 19)		
16.	19.1	**On Completion and Acceptance by PA:** Payment shall be made in accordance with the Payment Terms defined in the Specification and Schedule of Requirements (Section V), within thirty (30) days of submission of the claim/invoice, supported by a copy of the General Sales Tax (GST) invoice showing the amount of sales tax. In case GST is not applicable on the goods to be procured, the supplier shall provide documentary evidence to that effect, along with a Warranty Certificate of one (01) year from the date of completion of services, on the Service Provider's letterhead
Prices (GCC 20)		
17.	20.1	Prices shall be adjusted in accordance with provisions in the Attachment to SCC- **Not Applicable**
Liquidated Damages (GCC Clause 26)		
18.	26.1	Applicable rate: In the event of delay, liquidated damages/penalty charges at the rate of 0.1% of the Contract Value per day shall be imposed, subject to a maximum of 10% of the Contract Value

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
Procedure for Dispute Resolution (GCC Clause 32)		
19.	32.3	**Dispute Resolution** a) **<u>For Contracts to be entered with nationals of Pakistan:</u>** 1. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Supplier 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 07(seven) days following a notice sent by one Party to the other Party in this regard. 2. At future of negotiation the dispute shall be resolved through mediation and the mediator shall be appointed with the mutual consent of both parties. 3. 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 both parties. The Arbitration shall take place in Islamabad and proceedings will be conducted in English language. 4. 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. 5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes maybe commenced prior to, during or after delivery of goods. 6. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform the irrespective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Supplier any monies due to the Supplier.
Notices (GCCClause35)		

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
20.	35.1	Procuring Agency's address for notice purposes: HOD (P&C) 2nd Floor, PRIMACO office EOBI House, Sector G-10/4, Islamabad —Supplier's address for notice purposes: *(To be added following notification of award)*
Taxes and Duties(GCCClause36)		
21.	36.3	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
Mechanism of Blacklisting (ITB Clause 49) – Added Clause		
22.	22.1	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 contractor 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;
	22.2	The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor 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 contractor from participating in public procurements of all the procuring agencies.
	22.3	The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
	22.4	In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	22.5	In case the bidder or contractor 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 contractor for personal hearing.
	22.6	The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed
	22.7	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.
	22.8	The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
	22.9	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.
	22.10	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
	22.11	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.
	22.12	The Authority on the basis of decision made by the committee either may debar a bidder or contractor 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.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

SECTION IX: CONTRACT FORMS

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

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 NDRMF 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 **seven (07) 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 cc. **POC for subject contract can be accessed at** [Point of Contact details]. Anticipated thanks.

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Form 02: Form of Contract

THIS AGREEMENT number _____ made on _____ **2026**, between **Pakistan Real Estate Investment & Management Company (Pvt) Ltd (PRIMACO),** having its office located at 2nd Floor, EOBI House, Plot No. 32, 33 & 34, Mauve Area, Sector G-10/4, Islamabad (hereinafter called "the Procuring Agency/Purchaser/PRIMACO") on the one part and **M/s** _____**, located at** _____ (hereinafter called "the Supplier") on the other part.

WHEREAS the Procuring Agency invited bids *for* ----------and has accepted a Bid by the Supplier for providing ----------for the total sum of **PKR** _____ (*Pakistani Rupees*_____) inclusive of all taxes, (hereinafter called "the Contract Price").

NOWTHISCONTRACTWITNESSETHASFOLLOWS:

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) Specification and Schedule of Requirements;
   (d) The Special Conditions of Contract;
   (e) The General Conditions of the Contract;
   (f) The Procuring Agency's Letter of Acceptance; and
   (g) [*adhere: any other documents*]
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as herein after mentioned, the Supplier hereby covenants with the Procuring Agency to provide the Services and related services and to remedy defects therein inconformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier inconsideration 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 pay able under the provisions of the contract at the times and in the manner prescribed by the contract.

INWITNESS whereof the parties here to 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 '**Supplier/ M/s**

Name:
Designation**:**
CNIC:

WITNESSES

Name:
Designation**:**
CNIC:

Name:
Designation**:**
CNIC:

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Form 03: Performance Security (or Bank Guarantee)

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

WHEREAS *[name of Supplier]* (herein after called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]*to delivery*[descriptionofgoodsandservices]*(hereinaftercalled"theContract").

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

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

_____

[address]

_____

[date]

e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026

Form 2: Price Schedule

This form shall be printed on bidder's letterhead with requisite items description, specification, unit and Quantities as illustrated below.

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
1.	**Main Traction Machine:** Supply, Installation, Testing & Commissioning of FUJI or approved equivalent Gearless Permanent Magnet Synchronous (PMS) Traction Machine, suitable for 1000 kg rated load, 1.0 m/s rated speed, motor power approx. 6.4 kW or manufacturer's standard suitable rating, 3-Phase, 380–400V, 50Hz, complete with electromagnetic brake, encoder, traction sheave, rope guard, mounting base/frame, fixing hardware and all necessary accessories, including careful removal of the existing main traction machine, necessary mechanical/electrical connections, testing and commissioning, complete in all respects as per manufacturer's recommendations and instructions of the Engineer-in-Charge.	Nos.	03		
2.	**Elevator Control System:** Supply, Installation, Testing & Commissioning of Monarch NICE3000 or approved equivalent Integrated Elevator Control System, complete with control cabinet, inverter/drive, car control board (CCB), landing call and communication boards, encoder interface, closed-loop speed and position control, automatic leveling, door control, fault monitoring and diagnosis, overload and limit protection, and emergency rescue operation, including all necessary connections, programming, adjustment and accessories required for proper and reliable operation, complete in all respects as per manufacturer's recommendations and instructions of the Engineer-in-Charge.	Nos.	03		
3.	**Connecting Rods:** Supply, Installation, Testing & Adjustment of 10 mm high-strength rope end connecting rods/anchoring assemblies, suitable for the existing elevator hoisting rope termination system, complete with nuts, washers, clamps/rope sockets and all required fixing accessories, including proper fixing and adjustment for secure rope termination, complete in all respects as per manufacturer's recommendations and instructions of the Engineer-in-Charge.	Nos.	30		
4.	**LCD Display Card for COP:** Supply, Installation, Testing & Commissioning of FUJI/Monarch compatible LCD Display and Interface	Nos.	03		

Form 2: Price Schedule

This form shall be printed on bidder's letterhead with requisite items description, specification, unit and Quantities as illustrated below.

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
	Card for Car Operating Panel (COP), suitable for the proposed elevator controller, for displaying floor position, running direction and relevant elevator status, complete with PCB, connectors and all necessary accessories, including required connections and interfacing with the elevator control system, complete in all respects.				
5.	**LCD Display for LOP:** Supply, Installation, Testing & Commissioning of Horizontal LCD Dot Matrix Floor/Direction Display for Landing Operating Panel (LOP), FUJI/Monarch compatible and suitable for the proposed elevator controller, complete with communication/interface board, connectors and necessary mounting accessories, for indication of floor position and running direction, complete in all respects.	Nos.	15		
6.	**Car Door with Operator:** Providing, Installation, Testing & Commissioning of Automatic Electric Elevator Car Door Assembly with encoder-controlled door motor and inverter/door controller, suitable for the existing door dimensions and elevator configuration, complete with door panels, door operator, tracks, hangers, rollers, limit/safety switches and all required accessories, with motor capacity of approximately 400 W or manufacturer's suitable standard rating, including necessary adjustment and interfacing with the elevator control system, complete in all respects.	Nos.	03		
7.	**Door Senor:** Supply, Installation, Testing & Commissioning of Automatic Electric Elevator Car Door Assembly with encoder-controlled door motor and inverter/door controller, suitable for the existing door dimensions and elevator configuration, complete with door panels, door operator, tracks, hangers, rollers, limit/safety switches and all required accessories, with motor capacity of approximately 400 W or manufacturer's suitable standard rating, including necessary adjustment and interfacing with the elevator control system, complete in all respects.	Nos.	03		
8.	**Leveling Booster Plate:** Supply, Installation, Testing & Adjustment of heavy-duty fabricated steel Leveling Booster Plate/Bracket	Nos.	15		

Form 2: Price Schedule

This form shall be printed on bidder's letterhead with requisite items description, specification, unit and Quantities as illustrated below.

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
	for the landing-door leveling/stopping mechanism, properly aligned and securely fixed, complete with mounting brackets, nuts, bolts and all necessary fixing accessories, including required adjustment for proper and reliable operation, complete in all respects as per the existing elevator configuration and instructions of the Engineer-in-Charge.				
9.	**Leveling Booster:** Supply, Installation, Testing & Commissioning of 24V DC Elevator Leveling Booster, FUJI/Monarch-compatible and suitable for the existing landing-door/leveling mechanism, complete with mounting bracket, wiring, connectors and all necessary accessories, including required connections, adjustment and interfacing with the elevator control system, complete in all respects.	Nos.	03		
10.	**Main Hoisting Rope:** Supply, Installation, Testing & Adjustment of 8 mm diameter elevator steel wire hoisting/traction rope, Korean origin or approved equivalent, suitable for passenger elevator traction service and compatible with the proposed traction machine, traction sheave and existing roping arrangement, approximately 850 Rft per elevator, with suitable rope construction, tensile grade and minimum breaking load as recommended by the traction-machine manufacturer, complete in all respects.	Rft.	2,550		
11.	**Teflon Pulley:** Supply, Installation, Testing & Adjustment of 300 mm diameter elevator-duty Teflon/engineering polymer rope pulley, suitable for 8 mm hoisting rope, complete with shaft, bearings, U-clamp/mounting arrangement and necessary fixing accessories, with shaft and bearing dimensions compatible with the existing elevator arrangement and verified at site, complete in all respects.	Nos.	09		
12.	**Cabin & Machine Modification:** Modification of Existing Elevator Structure for Installation of New Traction Machine, including modification/reinforcement of existing C-channel cabin/car yoke and traction-machine base, provision of required structural supports, brackets and anchor plates, including necessary nuts, bolts, welding, cutting, drilling, alignment, leveling, anti-rust	Job	03		

Form 2: Price Schedule

This form shall be printed on bidder's letterhead with requisite items description, specification, unit and Quantities as illustrated below.

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
	treatment and painting, as required for proper installation and operation of the new traction machine, complete in all respects as per site requirements and instructions of the Engineer-in-Charge.				
13.	**Couter Weight Pulley:** Providing, Installation, Testing & Commissioning of 300 mm diameter cast iron counterweight pulley/sheave, suitable for 8 mm elevator rope and compatible with the existing counterweight arrangement, complete with compatible shaft, bearings, mounting brackets and necessary fixing accessories, complete in all respects.	Nos.	03		
14.	**Emergency Rescue Device (ERD/ARD):** Supply, Installation, Testing & Commissioning of FUJI/Monarch compatible or approved equivalent Automatic Rescue Device (ARD), suitable for 1000 kg, 1.0 m/s elevator, with rechargeable battery backup and automatic operation during power failure, including automatic leveling at the nearest floor and door opening for safe passenger release, complete with charger, control unit, wiring and necessary accessories, complete in all respects.	Nos.	03		
15.	**Main Guide Rail, Counterweight Guide Rail & Main Cabin Alignment:** Complete alignment and servicing of the existing elevator system from Basement to Roof Top, including: 1. Alignment and leveling of main cabin guide rails. 2. Alignment and leveling of counterweight guide rails. 3. Alignment of the main elevator cabin/car with the guide rails and shaft landing doors. 3. Alignment of shaft landing doors with the elevator cabin and landing levels. 4. Checking and correction of rail plumb, spacing, leveling and related alignment as required for smooth and safe elevator operation. 5. All necessary engineering, servicing, adjustment and minor incidental works associated with the above alignment works shall be carried out by the Contractor. 6. Any other minor works, adjustments, fittings or rectification required during the alignment and servicing to achieve proper and satisfactory operation of the elevator	Job	03		

Form 2: Price Schedule

This form shall be printed on bidder's letterhead with requisite items description, specification, unit and Quantities as illustrated below.

Sr. No	Item Description	UoM	Quantity	Unit Price (DDP) (PKR)	Total Cost (DDP) (PKR)
	shall be deemed included in this item.				
				Total Cost (PKR)	
				Applicable Sale/Service Tax (PKR) @ 15%	
				Total Cost Inclusive of all applicable taxes (PKR)	

Note: *This Contract includes both Supply and Installation, Sales Tax at the rate of 15% shall be applicable and charged in accordance with the prevailing Government Rules and Regulations.*

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS