

Transaction Details

03 December, 2024

10:57 AM

From **Yasir Khan**
280598136

To **Public Procurem**
04540013100701

Bank **HBL**

Status **Paid**

Amount Debited

PKR 15,000

YASIR KHAN* sent PKR15,000 on 03/12/24 at 10:57 via RAAST to PUBLIC PROCUREMENT* IBAN *0701, Trx ID 4827098830. Info 111825888.



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PAKISTAN REAL ESTATE INVESTMENT & MANAGEMENT
COMPANY PRIVATE LIMITED

INVITATION TO BID (ITB)

Single Stage One Envelope (Least Cost)

Tender Enquiry #: PRIMACO/P&C/Completion Certificate/27/01/2024

**Hiring of Consultant for Preparation of As-Built /
Completion Drawings and Obtaining Building Completion
Certificate from Regulatory / Development Authority for
EOBI Various Buildings in Islamabad**

M/s. PRIMACO invites sealed Bids from reputable firms for Hiring of Consultant Services for Preparation as As-Built / Completion Drawings and Obtaining Completion Certificate from Regulatory / Development Authority for various EOBI Buildings situated in Islamabad, on "Single Stage One Envelop Bidding Process".

Interested and eligible companies may obtain Bidding Documents from the office of the undersigned in Islamabad against a payment of Rs. 10,000/- (non-refundable) in the shape of Bank Draft / Pay Order in the name of PRIMACO Islamabad (NTN:2795350-5) during 0900 hours to 1600 hours on any working day. Complete Bidding document set can also be downloaded from websites of PPRA (www.ppra.org.pk) or PRIMACO (<http://www.primaco.com.pk/tender.php>) and the same shall be submitted, complete in all respect and duly signed & stamped, along with Bank Draft / Pay Order of Rs. 10,000/- (non-refundable) in the name of PRIMACO Islamabad, in Bid proposal.

Eligibility Criteria:

Interested Bidders who fulfills below criteria are required to submit following information/documents as part of Bid together with mandatory as appended below:-

- Complete credentials of the individuals / Company with related details,
- Bidder must have valid incorporation under ordinance / registration with SECP / GOP / Sole Proprietor, (proof to be attached),
- Registration with FBR / Tax Department, NTN / GST Registered and must be on ATL, (proof to be attached),
- An original and valid affidavit on non-judicial stamp paper / e-stamp paper duly verified stating that the individual / firm is not blacklisted by, or having no litigation with, any Govt. / Autonomous Body,
- Bidder(s) shall provide proof similar nature Assignment(s) completed within last 05 years,

Tender Documents Submission Date-Time: 19th December 2024 till 1100 Hours

Bid Opening Date & Time: 19th December 2024 at 1130 Hours

Instructions:

- The bids will be opened on the aforementioned date & time in the presence of bidders or their authorized representative at the below address.
- Incomplete, late or conditional tenders and joint ventures (JVs) will not be considered.
- PRIMACO reserves the right to accept or reject any / all tenders.
- The Contract shall be governed under PPRA Rules & Regulations.

This advertisement is available on PPRA website (www.ppra.org.pk) & PRIMACO website (www.primaco.com.pk).

Manager (P&C)

PRIMACO 2nd Floor, EOBI House, Plot # 32, 33 & 34, Sector G-10/4, Mauve Area, Islamabad

Ph: 051-9108264-55





**PAKISTAN REAL ESTATE INVESTMENT
& MANAGEMENT COMPANY (PVT.) LTD**

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

TENDER DOCUMENT

**HIRING OF CONSULTANT
FOR
PREPARATION OF AS-BUILT/COMPLETION DRAWINGS AND
OBTAINING BUILDING COMPLETION CERTIFICATE FROM
REGULATORY/DEVELOPMENT AUTHORITY FOR EOBI VARIOUS
BUILDINGS IN ISLAMABAD**

SINGLE STAGE- ONE ENVELOPE METHOD

Issued To: _____

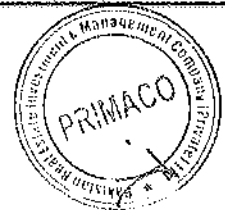
Issued On: _____

Tender Enquiry #: PRIMACO/P&C/Completion Certificate/27/01/2024

December 2024

Manager (Procurement & Contracts)

PRIMACO Head Office, 2nd Floor, EOBI House
G-10/4, Mauve Area, Islamabad
Tel: 051-9108254-55



INVITATION FOR BIDS

Pakistan Real Estate Investment and Management Company (PRIMACO), invites sealed bids from eligible and interested Bidders for **Hiring of Consultant Services for Preparation of As-Built/Completion Drawings and Obtaining Completion Certificate from Regulatory / Development Authority for various EOBI Buildings situated in Islamabad as follow:-**

- i. **EOBI Building Mauve Area Plot 32, 33 & 34, G-10/4, Islamabad.**
 - ii. **Fine Dining and Office Complex Building (FDOC), I-8 Markaz, Islamabad, and**
 - iii. **Cineplex and Commercial Complex Building (CCC), I-8 Markaz, Islamabad.**
1. A complete set of Bidding Documents can be obtained by interested eligible bidders on submission of a written application to PRIMACO offices in Islamabad along with a Bankers' Cheque of Rs. 10,000/- (Non-Refundable) in the shape of Bank Draft / Pay Order in favor of PRIMACO Islamabad (NTN:2795350-5). Complete Bidding document set can also be downloaded from website of PRIMACO (<http://www.primaco.com.pk/tender.php>) and the same shall be submitted, complete in all respect and duly signed & stamped, along with mandatory Bank Draft / Pay Order of Rs. 10,000/- (non-refundable) in the name of PRIMACO Islamabad, separately. Bid will not be considered without respective Bidding document fees.
 2. Request for Proposal of the bidders should be comprehensive containing details of requirements, along with all the necessary documents of Company past achievements and must be delivered to undersign on or before 1100 hours, on **19th December, 2024**. Bids will be opened at 1130 hours on the same day in the presence of bidders' representatives (single representation) who choose to attend, at the address as given below. In case of bid submission / opening date falls on the public holiday, the submission / opening date will be next working date at same time schedule.
 3. The method of Procurement is **Single Stage, One Envelop (Least Cost) Method of PPRA**. The bidder will provide their Technical Proposal / profile with required credentials, an original affidavit on non-judicial stamp paper of non-blacklisting by any Govt. / Semi Govt./ Private organization and original Bid Security in one envelope, properly marked as Technical Proposal and sealed financial bids in the other envelop with mark "Financial Bids. Only the bidders who are qualified in the Technical Evaluation will be allowed to participate in the Financial Bidding.
 4. **Eligibility Criteria:**
Interested Bidders who fulfils below criteria are required to submit following information / documents as part of Bid:-
 - a) Bidder must have valid incorporation under ordinance/ registration with SECP/ GOP/ Sole Proprietor, (proof to be attached)
 - b) Registration with FBR/Tax Department, NTN/GST Registered and must be on ATL), (proof to be attached).
 - c) Complete credentials of the individuals/company with related details.
 - d) An original affidavit on non-judicial stamp paper stating that the individual / firm are not blacklisted by any Govt. / Autonomous Body (Blacklisting Format attached).
 - e) Bidder(s) shall provide proof similar nature Assignment(s) completed within last 05 years.

Manager (Procurement & Contracts)
PRIMACO Head Office, 2nd Floor, EOBI House
Plot # 32, 33 & 34, Sector G-10/4, Mauve Area, Islamabad
Tel: 051-9108254-55



Section – 1: Instruction to Bidders (ITB)

A. GENERAL

IB.1 Scope of Bid and Source of Funds

- 1.1 Scope of Bid;
PRIMACO invites proposals from Consultants for Preparation of As-Built/Completion Drawings and Obtaining Completion Certificate from Regulatory / Development Authority for various EOBI Buildings situated in Islamabad as follow:-

- i. EOBI Building Mauve Area Plot 32, 33 & 34, G-10/4, Islamabad.
- ii. Fine Dining and Office Complex Building (FDOC), I-8 Markaz, Islamabad.
- iii. Cineplex & Commercial Complex Building (CCC), I-8 Markaz, Islamabad.

IB.2 Eligible Bidders

- 2.1 The Bidder(s) shall be Eligible subject to compliance of mandatory conditions as stated in Invitation for Bids Section.

IB.3 Cost of Bidding

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its respective bid and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.4 Contents of Bidding Documents

- 4.1 In addition to Invitations for Bids, the Bidding Documents are those stated below,

Technical part:

- i. Instruction to Bidders
- ii. Condition of Contract & Terms of Reference & Its Appendixes
- iii. Form of Contract Agreement

Financial part:

- iv. Lump sum price quoted by the Bidder as per TORs as per Form of Bid

- 4.2 The Bidders are expected to examine carefully the contents of all the above Documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuant to Clause IB.19, bids which are not substantially Responsive to the requirements of the Bidding Documents will be rejected.

IB.5 Clarification of Bidding Documents

- 5.1 A prospective Bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Procuring Agency in writing at the address:



- a) PRIMACO, Manager (Procurement & Contracts), Second Floor, EOBI House, Plot # 32, 33 & 34, G-10/4, Mauve Area, Islamabad

Procuring Agency will examine the request for clarification of the Bidding Documents which it receives not later than five (05) days prior to the deadline for the Submission of bids and if needed will issue the clarification/amendment of the Bidding Documents before the date of submission of Bids (without identifying the source of enquiry but including its description) to all Prospective Bidders who have purchased the Bidding Documents

C. PREPARATION OF BIDS

IB.6 Language of Bid

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

IB.7 Technical and Financial Bid

- 7.1 The Bidder shall complete eligibility and financial proposal furnished in the Bidding Documents.

IB.8 Bid Prices

- 8.1 The Bidder shall fill up the Financial Proposal attached to these documents indicating the lump sum price of the Services to be performed under the Contract. The lump sum Bid Prices shall be payable according to the term of payment.

IB.9 Currencies of Bid and Payment

- 9.1 The currencies of bid and payment shall be Pak. Rupees only.

IB.10 Validity of Bids

- 10.1 Bids shall remain valid for 90 (Ninety) days after the date of bid opening as prescribed in Clause IB.14.
- 10.2 In exceptional circumstances prior to expiry of original bid validity period, the Procuring Agency may request the Bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing.

~~IB.11 Bid Security (To be submitted with Financial Bid) (NOT APPLICABLE)~~

- ~~11.1 The Bidder shall furnish as part of its Bid, in original form & shape as specified in Invitation for Bids Section.~~
- ~~11.2 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.~~



- ~~11.3 Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security.~~
- ~~11.4 The Bid Security of the successful Bidder shall be retained as Performance Security up to one month (30 days) after the Completion of Services.~~
- ~~11.5 The Bid Security may be forfeited:~~
- ~~(a) if a Bidder withdraws its Bid during the period of Bid validity specified in IB.10, or any extension thereto provided by the Bidder; or~~
 - ~~(b) if the successful Bidder fails to:~~
 - ~~(i) sign the Contract; or~~
 - ~~(ii) Furnish a Performance Security in accordance with IB.11 (11.4).~~

IB.12 Format and Signing of Bid

- 12.1 Bidders are particularly directed that the amount entered on the financial proposal shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 12.2 All Appendices to Bid are to be properly completed and signed.
- 12.3 Each Bidder shall prepare **01 (One) Original copy**, of the documents comprising the bid as described in Clause IB.4 and clearly mark them "ORIGINAL" as appropriate.
- 12.4 The original bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the Bidder to act for and on behalf of the Bidder. All pages of the bid shall be initialled and stamped by the person or persons signing the bid.
- 12.5 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 12.6 Bidders shall indicate in the space provided in the Evidence of Bidders capacity their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 12.7 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.13 Sealing and Marking of Bids

- 13.1 Each bidder shall submit his bid as under:
- (a) ORIGINAL Bid shall be sealed and put in opaque envelope and marked as such.
 - (b) The envelope containing the ORIGINAL will be put in one large



sealed envelope (containing separately sealed technical and financial bids) and addressed / identified as given in Sub- Clause 5.1 (a) heretofore.

- 13.2 The inner and outer envelopes shall;
- (a) Be addressed to the Procuring Agency at the address given in Sub-Clause 5.1 (a) heretofore.
 - (b) Bear the Project name, Bid No. and Date of opening of Bid.
 - (c) Provide a warning not to open before the time and date for bid opening. If not, the Client will not be responsible if the bid is opened before date.
- 13.3 The Bid shall be delivered in person or sent by registered mail at the address to Procuring Agency as given in Sub-Clause 5.1 (a) heretofore.
- 13.4 In addition to the identification required in Sub-Clause 13.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause IB.15.
- 13.5 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the bid.

IB.14 Deadline for Submission of Bids

- 14.1 Bids must be received by the Procuring Agency at the address specified in Sub-Clause 5.1 hereof not later than the time and date stipulated in the Invitation for Bids.
- Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims for refund of each expense will be entertained.
- Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

- 14.2 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

IB.15 Late Bids

- 15.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed in Letter of Invitation will be returned unopened to such Bidder.
- 15.2 Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.



IB.16 Modification, Substitution and Withdrawal of Bids

- 16.1 Any Bidder may modify, substitute or withdraw his bid after bid submission provided that modification, substitution or written notice of the withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 16.2 The modification, substitution or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.13 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

E. BID OPENING AND EVALUATION

IB.17 Bid Opening

- 17.1 A Committee consisting of nominated members by the Procuring Agency will open the bids, including withdrawals, substitution and modifications made pursuant to Clause IB.16, in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Invitation for Bids.

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

- 17.2 Envelopes marked "MODIFICATION", "SUBSTITUTION", "WITHDRAWAL", "ORIGINAL" shall be opened and read out first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.16 shall not be opened.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

IB.18 Clarification of Bids

- 18.1 To assist in the examination, evaluation and comparison of Bids the Procuring Agency may, at his discretion, ask the Bidder for a clarification of his Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

IB.19 Preliminary Examination & Determination of Responsiveness of Bids

- 19.1 Prior to the detailed evaluation of bids, pursuant to Clause IB.21:
- (a) The Procuring Agency will examine the Bids to determine whether:
- i. The Bid is complete and does not deviate from the scope,
 - ii. Any computational errors have been made,
 - iii. Required sureties have been furnished,
 - iv. The documents have been properly signed,



- v. The Bid is valid till required period.
 - vi. The Bid prices are firm during currency of contract if it is a fixed price bid,
 - vii. Completion period offered is within specified limits,
 - viii. The Bidder/Consultant is eligible to Bid and possesses the requisite experience,
 - ix. The Bid does not deviate from basic technical requirements, and
 - x. The Bids are generally in order.
- 19.2 Prior to the evaluation pursuant to Clause IB.21, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

A material deviation or reservation is one;

- a. Which affects in any substantial way the Terms of Reference or performance of the Works/Services
 - b. Which limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or
 - c. Whose rectification / adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
 - d. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 19.3 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

IB. 20 Least Cost Method:

The Services of Technically Qualified Consultant shall be evaluated based on the Least Cost Method.

20.1 Procedures for selection under least cost selection:

- (a) The Technically Qualified Consultant who offered the lowest evaluated bid price maybe selected for award of Services, and
- (b) Under these method bids passing the eligibility criteria shall then be treated equally and evaluated on the cost only.

IB.21 Detailed Evaluation of Bids

21.1 The Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Clause IB.19 as per requirements given hereunder.

21.2 Evaluation and Comparison of Bids

- a) Bids will be evaluated for each item and/or complete scope of Services.
- b) Technical Evaluation: It will be examined in detail whether the Services



offered by the Bidder comply with the Technical Provisions of the Bidding Documents. For this purpose, the Bidder's data submitted with the bid will be compared with the specific scope of Design work / Services prescribed by the Procuring Agency and technical features/criteria of the Services / works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Design works/Services will also be reviewed. Bids will be rejected if the bidders fail to comply with eligibility criteria

Past Performance of the bidders who have already worked with PRIMACO will be examined. In case of unsatisfactory performance, the bidder will be declared as disqualified.

- c) Commercial Evaluation: It will be examined in detail whether the bids comply with the commercial/contractual conditions of the Bidding Documents. It is expected that no major deviation/stipulation shall be taken by the Bidders. Commercial Bids will be evaluated according to least cost method.

F. AWARD OF CONTRACT

IB.22 Post-Qualification

- 22.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in Consultants capacities, may require the Consultants to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not: Provided that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.
- 22.2 An affirmative determination will be a pre-requisite for award of the Contract to the lowest evaluated Bidder. A negative determination will result in rejection of that Bidder's bid in which event, Procuring Agency will proceed to undertake a similar determination of the next lowest evaluated Bidder's capabilities to perform the Contract satisfactorily.

IB.23 Award Criteria

- 23.1 Subject to Clause IB.24, 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 offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of clause IB.2 qualified to satisfactorily perform the Contract in accordance with the provisions of Clause IB.22.

IB.24 Procuring Agency's Right to accept any Bid and to reject any or all Bids

- 24.1 Notwithstanding Clause IB.23, the Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection shall upon request be communicated, to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.



- 24.2 No negotiations with the Bidder having been evaluated as lowest responsive or any other Bidder shall be permitted. However, the Procuring Agency may have clarification meeting(s) to get clarify any item(s) in the bid evaluation report.

IB.25 Notification of Award

- 25.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful Bidder in writing ("Letter of Acceptance") that his bid has been accepted. This letter shall name the sum which the Procuring Agency will pay the Consultant in consideration of the execution and completion of the Works/Services by the Consultant as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 25.2 The Letter of Acceptance and its acceptance by the Bidder will constitute the formation of the Contract, binding the Procuring Agency and the Bidder till signing of the formal Contract Agreement.

IB.26 Signing of Contract Agreement

- 26.1 The formal Agreement between the Procuring Agency and the successful Bidder shall be executed within Fourteen (14) days of the Acceptance of Letter of Acceptance or Award of such Form of Contract Agreement by the successful Bidder from the Procuring Agency.

G. ADDITIONAL INSTRUCTIONS

IB.27 Instructions not Part of Contract:

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

IB.28 Sufficiency of Bid:

- 28.1 Each Bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the rates and prices entered in the financial proposal. Except in so far as it is otherwise expressly provided in the Contract, the rates and prices entered in the financial proposal shall cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works/Services.

IB.29 One Bid per Bidder:

- 29.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one bid will be disqualified and bids submitted by him shall not be considered for evaluation and award.

IB.30 Bidder to Inform Himself

- 30.1 The Bidder is advised to obtain for himself at his own cost and responsibility



all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works/Services. This shall include but not being limited to the following:

- (a) Inquiries on Pakistani Income Tax/Sales Tax to the Commissioner of the Income Tax and Sales Tax, Pakistan.
- (b) Inquiries on customs duties and other import taxes, to the concerned authorities of Customs and Excise Department.



Standard Form of Contract for Engineering Consultancy Services (Lump Sum Assignment)

Form of Contract for subject services will be as per PEC Standard Form of Contract for Engineering Consultancy Services (Lump Sum Agreement) placed at the following link;

[https://www.pec.org.pk/downloads/PEC_Bidding_Docs/\(5\)%20Std%20Form%20of%20Contract%20-%20Engg%20Consultancy%20Services\(Lump%20Sum%20Assigns\).pdf](https://www.pec.org.pk/downloads/PEC_Bidding_Docs/(5)%20Std%20Form%20of%20Contract%20-%20Engg%20Consultancy%20Services(Lump%20Sum%20Assigns).pdf)

Conditions stipulated in Special Conditions of Contract shall prevail the General Conditions of Contract stipulated in PEC standard bidding document.

Wherever there is conflict between General Condition of Contracts (GCC) and Special Conditions of Contracts (SCC) the Special Conditions of Contract (PCC) shall prevail.

General Conditions of Contract will be as per above linked document however **Special Conditions of Contract and its Appendix - A** are amended on the following pages on this Bidding documents and shall prevail the standard form respective sections.



SPECIAL CONDITIONS OF CONTRACT

1.1 Definitions

(p) "Project" means the Project as explained in Appendix – A (A1)

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client: As per NTC

For the Consultants: As per Proposal Submitted

1.7 Taxes and Duties

As per prevailing Government of Pakistan Tax Rates

1.8 ~~Leader of the Joint Venture (NOT APPLICABLE)~~

~~The leader of the Joint Venture is.....(Name of the Member of the Joint Venture).~~

~~[Note: If the Consultants do not consist of more than one entity, the Sub-Clause 1.8 should be deleted.]~~

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be 30 days, or such other period as the Parties may agree in writing.

2.3 Commencement of Services

As per Annexure – B (B-1) of Bidding Document

2.4 Expiration of Contract

As per Annexure – B (B-2) of Bidding Document

3.5 Insurance to be taken out by the Consultants

Not Applicable

3.8 Documents Prepared by the Consultants to be the Property of the Client

The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.

6.1 Lump Sum Remuneration

As per Annexure – C of the Bidding Document



6.2 Contract Price

As per Form of Bid of the Bidding Document

6.3 Terms and Conditions of Payment

As per Annexure – C of the Bidding Document

6.4 Period of Payment

(a) Not Applicable

(b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days.

6.5 Performance Security (NOT APPLICABLE)

~~The Bid Security of the successful Bidder shall be retained as Performance Security up to one month (30 days) after the Completion of Services (Issuance of Completion Certificate by Employer). In case of reasonably unbalance Bid Price with respect to Engineer Estimates then additional amount Performance Security will be required in form of PO in the name of PRIMACO Islamabad.~~



TERMS OF REFERENCE

Terms of Reference (TOR) includes the following;

- APPENDIX – A of PEC Standard Form of Contract for Engineering Consultancy Services (Lump Sum Assignment): DESCRIPTION OF SERVICES

- ANNEXURE – B: TIME SCHEDULE

- ANNEXURE – C: REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT



APPENDIX A

of

PEC Standard Form of Contract for Engineering Consultancy Services (Lump Sum Assignment)

DESCRIPTION OF THE SERVICES

A-1. The Project

Construction works at EOBI House G-10/4, FDOC Building at I-8 Markaz and CCC Building at I-8 Markaz, Islamabad has been completed/nearly Completion. Therefore, it is required to obtain completion certificate from Regulatory Authority. In current case, the Regulatory Authority for issuance of completion certificate is Capital Development Authority (CDA) and relevant Government Authorities in ICT area.

A-2. Scope of Services

In order to obtain completion certificate/ NOC from Regulatory Authority, consultant is required to prepare following documents;

1. Form B1, B2 duly signed by the allottee /attorney, Regulatory Authority approved architect and structural engineer after validation from Architecture Directorate, CDA.
2. Photocopy of Form B1, B2 along with 4 copies of completion plan as per actual construction at site.
3. Estate Management dues clearance certificate (Client will only pay the CDA charges / fee).
4. Dues clearance from Revenue Directorate, CDA (Client will only pay the CDA charges / fee).
5. Completion Scrutiny Fee as per rates of approval of building plan (Client will only pay the CDA charges / fee).
6. Proof of payment of Withholding Tax for non-residential (Client will only pay the CDA charges / fee).
7. Certificate/ NOC for fire prevention and life safety measures in accordance with the "PAKISTAN BUILDING CODE FIRE SAFETY PROVISION 2016" Along with fire fighting drawings (as Built) and indemnity bond & Affidavit / undertaking from the authorized person.
8. Soundness stability certificate from CDA approved Structural Engineer.
9. Any other documents required to obtain completion certificate/ NOC as per requirement of CDA (Client will only pay the CDA charges, if any) or any other Regulatory/ Development Authority.
10. Preparation of all pre-requisite reports / documents except drawings and data related to property, as per requirements of CDA for obtaining of completion certificate.



A-3 Data/Documents/Reports

The relevant available drawings and data related to property will be provided by the Client to consultant for performing the services will be provided by the Client to Consultant for performing the Services.



ANNEXURE - B

TIME SCHEDULE

B-1. Effective Date of Commencement of Services

The effective date of commencement of Services will as per Notice to commence after signing of Contract Agreement.

B-2. Time Schedule of Services

Time Frame for the Completion of Consultancy Services from the date of Issuance of Notice to Commence by Client to Consultant will be **150 calendar Days**; for the Preparation, Submission & Approval by Regulatory Authority and Issuance of Completion Certificate/ NOC. Time required for arranging funds by the Employer and submissions of Fees/dues by the Employer are not included.



ANNEXURE – C

REMUNERATION FOR SERVICES

&

SCHEDULE OF PAYMENT

1 GENERAL

- 1.1 In consideration of the Consultants performing the Services, the Client shall pay to the Consultants remuneration calculated and payable in accordance with Clauses 2 & 3 inclusive below.

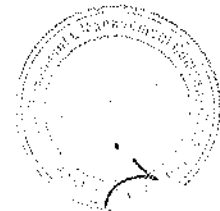
2 LUMP SUM FEES

- 2.1 The Consultants fees (inclusive of all relevant taxes applicable in doing business in the Islamic Republic of Pakistan) for the performance of the whole of the Services on a fixed price lump sum fee basis in Pakistani Rupees (PKR).

3 PAYMENT SCHEDULE

- 3.1 Payments shall be made after the conditions listed below for such payment have been met, and the Consultants have submitted an invoice along with requisite documents to the Client specifying the amount due, according to the schedule:

Sr. No	Activity Completion	Mode of Payment (Percentage)
1	Upon submission of Form B1 and B2 along with As-built/Completion Drawings to Regulatory Authority.	25%
2	Submission of Complete CASE to Regulatory Authority in original on account of Building Completion Certificate.	25%
3	Submission of duly approved Completion Certificate (complete in all respect) from Regulatory Authority(ies) by Consultant to the Client	50%
Total Fee		100%



FORM OF BID

Description of Services:

Hiring of Consultant Services for obtaining Completion Certificate/ NOC for EOBI Building No.1 hereby referred as Fine Dining and Office Complex, from relevant Regulatory / Development Authority.

To:

CEO PRIMACO,
2nd Floor EOBI House,
Plot No.32, 33, 34, Mauve Area, G-10/4,
Islamabad, Pakistan

We agree to be bound by all conditions stipulated in the bidding document, and we hereby offer to perform the Works, in conformity with the bid document, after thoroughly reviewing & agreeing to Terms of Reference, Scope of Services, Conditions of Contract, Bill of Quantities (if any), Drawings (if any), and in accordance with the Specifications and its related information we offer Bid Price of:

	CURRENCY & AMOUNT	PKR.
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[Total Lump Sum Bid price and currency in words] [Total Lump Sum Bid price in figures]

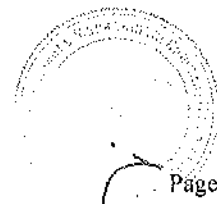
This amount is inclusive of all applicable taxes incl. Sales Tax.

Our Bid shall be valid for the period of time specified in the Bid Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. If our Bid is accepted, we commit to obtaining a Performance Security (if applicable) in accordance with the bid document for the due performance of the Contract. Furthermore, we warrant that we comply with all the eligibility criteria specified in the Bid document.

We, including Joint venture, Association, or Consortium members, any subcontractors for any part of the contract, have no conflict of interest, and our firm, its affiliates and subsidiaries have not been declared ineligible under the laws of Pakistan, or in accordance with the Bid document.

We, including Joint venture, Association, or Consortium members, any subcontractors for any part of the contract, as stated in the Bid document, further warrant that:

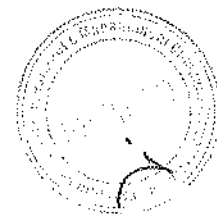
- (i) we are free from insolvency, bankruptcy or similar status;
- (ii) we have the legal capacity to enter into contract;
- (iii) we are obliged with procedures / rules of government / payment of taxes;
- (iv) we and any director, officer, manager or supervisor of ours has not, within a period of three years preceding the date of issuance of the Bid, been convicted of any criminal offence, whether in Pakistan or elsewhere:
 - a. relating to professional conduct



- b. relating to the making of false statements or misrepresentations as to his eligibility or qualifications to enter into a procurement contract;
 - c. involving dishonesty;
 - d. under anti-corruption legislation;
- (v) We have not been suspended or disbarred by administrative or judicial proceedings from participating in procurements, whether in Pakistan or elsewhere.

We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us until a formal contract is prepared and executed.

Authorized Signature:		Date	
Name & Title of Signatory:	Name: Title:		
Duly authorised to sign on behalf of			
Company Name of Bid		Seal or stamp	



STANDARD FORMS



BID SECURITY (NOT APPLICABLE)
(Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees . _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder)we, the Surety above named, are held and firmly bound unto _____

(hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

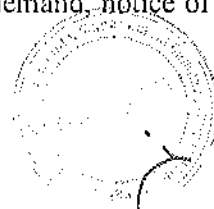
THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

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

PROVIDED THAT the Surety shall forthwith pay the Employer the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be



sent by the Employer by registered post duly addressed to the Surety at its address given above.

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

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

SURETY (Bank)

WITNESS:

Signature _____

1. _____

Name _____

Title _____

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2. _____

Name, Title & Address



FORM OF PERFORMANCE SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____

(Letter by the Guarantor to the Employer)

Name of Guarantor (Scheduled Bank in Pakistan) with
address: _____

Name of Principal (Contractor) with
address: _____

Penal Sum of Security (express in words and
figures) _____

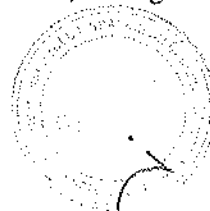
Letter of Acceptance No. _____ Dated _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____
_____ (Name of Contract) for the _____
_____ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfil all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfil all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 9, Remedying Defects, of Conditions of Contract are fulfilled.

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



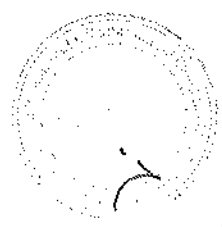
We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds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

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

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

	_____ Guarantor (Bank)
Witness:	
1. _____	1. Signature _____
_____	2. Name _____
Corporate Secretary (Seal)	3. Title _____
2. _____	

(Name, Title & Address)	_____ Corporate Guarantor (Seal)



FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement") made on the _____ day of _____ 2024 _____ between _____ (hereinafter called the "Employer") of the one part and _____ (hereinafter called the "Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works, viz _____ should be executed by the Contractor and has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW this Agreement witnessed as follows:

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

2. The following documents after incorporating addenda, if any except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:

- (a) The Letter of Acceptance;
- (b) The completed Form of Bid;
- (c) Conditions of Contract & Contract Data;
- (d) The priced Schedule of Prices;
- (e) The Specifications; and
- (f) The Drawings (if any)
- (g) Annexures of Bid Documents(if any)

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy defects therein in conformity and in all respects within the provisions of the Contract.

1. The Employer hereby covenants to pay the Contractor, Rs. _____ (in words _____) in consideration of the execution and completion of the Works as per provisions of the Contract, 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 Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

(Seal)

Signature of the Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)



FORM OF DECLARATION OF NO BLACKLISTING AND LITIGATION

(To be submitted on non-judicial stamp paper or e-stamp paper)

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.

