



**PAKISTAN REAL ESTATE INVESTMENT & MANAGEMENT
COMPANY PRIVATE LIMITED**

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

INVITATION TO BID (ITB)

Single Stage One Envelope (Least Cost)

Tender Enquiry #: PRIMACO/P&C/O&M Services JT/Lahore/25/02/2024

**Operation and Maintenance of VRF System Installed at EOBI
Building 66-M.A. Johar Town Lahore**

PRIMACO invites sealed bids from eligible and interested Bidders duly licensed by the Pakistan Engineering Council for Procurement of Provision of Operation and Maintenance of VRF System Installed at EOBI Building 66-M.A. Johar Town Lahore.

Interested and eligible Bidders may obtain Bidding Documents, in form of readable CD/DVD, from the office of the undersigned in Islamabad against a payment of Rs. 7,500/- (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 website of PRIMACO (<https://primaco.com.pk/active-tenders/>) and the same shall be submitted, complete in all respect and duly signed & stamped, along with Bank Draft / Pay Order of Rs. 7,500/- (non-refundable) in the name of PRIMACO Islamabad in Bid proposal. Bid(s) will not be considered without respective Bidding document fees.

Eligibility Criteria

Interested Bidders who fulfills below criteria are required to submit following information / documents as part of Bid together with mandatory Bid Security of fixed amount of **PKR 150,000/-** in shape of Deposit at Call/ Bank Draft or Bank Guarantee only (on the standard format provided in bidding document), in the name of PRIMACO Islamabad (NTN:2795350-5):-

- Complete credentials of the company with related details including current commitments and completed assignments duly supported with copies of verifiable documents.
- The firm must be incorporated under ordinance or registered with SECP/GOP/Sole Proprietor, having PEC license in category C-6 or above.
- Valid Income Tax Registration with FBR/Tax Department (NTN) and Service/Sales Tax Registration. Bidder must be on ATL for Income Tax at time of bid submission while for payment awardee must be on ATL (for Income and Sales Tax).
- An original & valid affidavit on non-judicial stamp paper/ e-stamp paper duly verified stating that the Bidder is not blacklisted by, and having no litigation with, any Govt. / Autonomous Body or between partners (Standard format provided in the tender document).
- As per defined Evaluation Criteria (2.14) stipulated at page No. 16.

Tender Documents Collection (Start Date):	Notice Publication Date
Tender Documents Submission Date-Time:	19th November 2024 till 1100 Hours
Bid Opening Date & Time:	19 th November 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 allowed.
- PRIMACO reserves the right to accept or reject any/all tenders.
- The Contract shall be governed under PPRA and PEC Standard Bidding Document.

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,
Maue Area, Sector G-10/4, Islamabad Ph: 051-9108254-55

**PAKISTAN REAL ESTATE INVESTMENT
AND MANAGEMENT COMPANY (PRIMACO)**



TENDER DOCUMENT

**Operation & Maintenance of VRF System Installed at EOBI BUILDING
66-M.A. Johar Town Lahore**

Single Stage – One Envelope

Issued to: _____

Tender Enquiry No: PRIMACO/P&C/O&M Services JT/Lahore/25/02/2024

November 2024

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



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SECTION -1
Invitation Letter, Form of Bid
and
Annexure to the Form of Bid



INVITATION LETTER

On behalf of Employees' Old-Age Benefits Institution (EOBI), Pakistan Real Estate Investment & Management Company (Pvt.) Limited (PRIMACO) intends to Hire the Services of a Reputed Contractor for Operation & Maintenance of VRF System Installed at EOBI Building 66-M.A. Johar Town Lahore.

1. A complete set of Bidding Documents can be obtained by interested eligible bidders, on submission of a written application to the office undersigned as stated below, along with a Bankers' Cheque of **Rs. 7,500/-** (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 (<https://primaco.com.pk/active-tenders/>) and the same shall be submitted, complete in all respect and duly signed & stamped, along with mandatory Bank Draft / Pay Order of **Rs. 7,500/-** (non-refundable) in the name of PRIMACO Islamabad, separately. Bid will not be considered without respective Bidding document fees.
2. All bids, must be accompanied by a fixed amount Bid Security of **Rs. 150,000/-** in shape of Deposit at Call/ Bank Draft/ Bank Guarantee (on the format provided herein) only, in favor of "Pakistan Real Estate Investment and Management Company (Pvt.) Ltd." (PRIMACO) (NTN:2795350-5), original submitted in sealed Financial Bid Envelop with a copy in sealed Technical Bid Envelop and must be delivered to Manager (P&C) on or before 1100 hours, on **19th November 2024**. Bids will be opened at 1130 hours on the same day in the presence of bidders' representatives who choose to attend, at the address as given below. In case Bid submission and Opening date falls on any Public Holiday then Bids submission and opening will occur on next working day with same time schedule.
3. The firms are required to submit the following information / documents as part of proposals:-
 - a) Complete credentials of the company with related details including current commitments and completed assignments duly supported with copies of verifiable documents,
 - b) The firm must be incorporated under ordinance or registered with SECP/GOP/Sole Proprietor, having PEC license in category C-6 or above.
 - c) Valid Income Tax Registration with FBR/Tax Department (NTN) and Service/Sales Tax Registration. Bidder must be on ATL for Income Tax at time of bid submission while for payment awardee must be on ATL (for Income and Sales Tax),
 - d) An original & valid affidavit on non-judicial stamp paper/ e-stamp paper duly verified stating that the Bidder is not blacklisted by, and having no litigation with, any Govt. / Autonomous Body or between partners (Standard format provided in tender document).
4. Bidding is based on Single Stage One Envelop method under Rule 36(a) of PPRA 2004. Each Bid shall comprise One Single Envelop containing, separately technical and financial Proposal. All Bids received shall be opened and evaluated in the manner prescribed in the bidding document. A bidder who meets eligibility/qualifications criteria having least compliant price bid will be declared as "Lowest Evaluated Bidder". Bids will be opened on the same day i.e. 30 minutes after closing/submission time in the presence of the authorized representatives of bidder(s) who wishes to attend.
5. The Employer reserves all rights to accept or reject any or all of the submitted proposals in accordance with the PPRA rules.

Manager (P&C)

EOBI House, 2nd Floor, Plot No. 32, 33, 34,
Mauve Area, G-10/4, Islamabad
Tel: 051-9108254/55 Fax: 051-9108274



1.0 FORM OF BID

(Please read Section-2 'Instruction to Bidders' carefully before filling up the Form of Bid)

To
The Chief Executive Officer (CEO),
Pakistan Real Estate Investment & Management Company (Pvt.) Ltd.
EOBI House, Plot # 32, 33 & 34, Sector G-10/4 Mauve Area, Islamabad

Subject: Operation & Maintenance of VRF System Installed at EOBI BUILDING 66-M.A. Johar Town Lahore

Dear Sir,

- 1.1 Having examined the Bid Documents, conditions at Site and addenda for the subject Services/Works, I/we, the undersigned offer to undertake the said Services/Works, in accordance with this Tender Documents and said addenda, and execute & complete in all respects in accordance with the Conditions of the Contract as far as applicable for the rates & sum filled in Section-6 "Financial Bid" of Tender Documents or such other sum as may be ascertained in accordance with these Tender Documents and said addenda.
- 1.2 I/we undertake if our Tender is accepted:
- To commence the Services within the period mentioned in the **Annexure-'1'** to the Form of Tender and in **Special Conditions of Contract**.
 - To perform the Services in competent manner meeting the highest professional standards and to the entire satisfaction of the Employer, whose decision in this respect will be accepted.
 - To carry out such addition, deletion and / or amendment of the Services as may from time to time be determined and ordered in writing by the Employer in accordance with the Contract.
 - To arrange and supervise adequate and competent staff (but not contrary to the staff specified in the Contract) together with the machinery/equipment/tools and/or supplies necessary to perform the Services/Works properly to perform the Services properly, and in Contract Period as specified in **Annexure-'1'** to the Form of Tender and in **Special Conditions of Contract**.
 - To sign the Contract Agreement within the period mentioned in the **Annexure-'1'** to the Form of Tender and in **Special Conditions of Contract**. We agree to pay all costs towards the preparation of the Contract including but not limited to the stamp duty as required under Stamp Act 1899 and any further amendment thereafter. Unless and until a form of agreement is prepared and executed, this Bid (the Bid Documents) together with Employer's written intent of acceptance thereof shall constitute a binding Contract between us and shall be deemed for all purposes to be the Contract.
 - To provide specified **Insurance covers** and Performance Guarantee(s) (to be approved by Employer) within the period mentioned in the **Annexure-'1'** to the Form of Bid and in **Special Conditions of Contract**, to be jointly and severally bound with me/us in the sum named in the **Annexure-'1'** to the Form of Tender and in **Special Conditions of Contract** for the due performance of the Contract, in the manner specified in General Conditions of Contract, with such modifications as you may accept at any time before the expiration of that period.



- 1.3 I/we agree to abide by this Bid for the period of mentioned in the **Annexure-'I'** to the Form of Bid and in **Special Conditions of Contract** (validity period of the Tender) from **the date of opening of the tenders** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 1.4 The Bid Security has been attached as per details given in the **Annexure-'I'** to the Form of Bid, the full value of which is to be absolutely forfeited by Employer, without prejudice to any other rights and remedies which you may have, should I/we fail to commence the Services or execute the performance guarantee(s), within the periods specified above, otherwise the said sum of Bid Security shall be repaid by Employer when the formal agreement and performance guarantee has been duly entered into and executed by us on acceptance of our Tender or in any other case in a period and manner as specified in **'Instructions to Bidders'** and **General Conditions of the Contract**.
- 1.5 I/we understand that you (Employer) are not bound to accept any tender you may receive, and that you will not defray any expenses, incurred by us in bidding. I/we understand that certain information applicable to the Contract which is the subject of this Bid is set forth for ease of reference in the **Annexure-'I'** to the Form of Tender.
- 1.6 I/we hereby confirm that we have examined the Tender Documents, have inspected the Site and have obtained all the information which may affect this Bid. I/we accept that no claim will be admitted by you which may arise from our pleading ignorance of the nature of Services/Works.

Dated this _____ day of _____ 2024.

Name and Signature with Seal _____

in the capacity of (DESIGNATION) _____

duly authorized to sign tenders for and on behalf of (ORGANIZATION)

(Full address including Telephone/fax no.)

Witness: _____

CNIC# _____

Address _____



ANNEXURE 'I' AND 'II'
TO THE FORM OF BID.

ANNEXURE-'I' TO THE FORM OF BID

- a. Title of Work Operation & Maintenance of VRF System Installed at EOBI Building 66-M.A. Johar Town Lahore.
- b. Signing of Contract Agreement Within 21 days of issuance of Letter of Award or the date mentioned in Letter of Award (As given in Special Conditions of the Contract.)
- c. Validity period of Bid: 90 Days from the date of opening of Bid.
- d. Commencement: Effective from 15 days from the date of issuance of Letter of Intent/Award or the date mentioned in Letter of Intent/Award / or Letter to Proceed/Commence with the Services/Works.
(As per detail given in and Special Conditions of the Contract.)
- e. Contract period: 01 (ONE) Year
(As per detail given in Special Conditions of the Contract.)
- f. Mobilization Period: 03 (Three) Days
(As per detail given in Special Conditions of the Contract.)
- g. Performance Guarantee required from successful Bidder: 10% (Ten percent) of contract price in shape of Bank Guarantee or Pay Order as per provided form, to be furnished within 21 days of acceptance of Letter of Award/Acceptance. (As per detail given in Special Conditions of the Contract.)
- h. Insurance Policies required from successful Bidder: (As per detail given in Special Conditions of Contract.)
- i. Liquidated Damages: (As per detail given in Special Conditions of the Contract.)
- j. Penalty/Deductions: (As per detail given in Special Conditions of Contract General Conditions of the Contract.)
- k. Bid price: As per "**Financial Bid**" **Section-6** of Bid of Documents.
- l. Amount of Bid Security: **Fixed amount of Bid Security i.e.150,000/-** (To be submitted in shape Deposit at Call or Bank Guarantee as per standard format (Appendix-C), sealed in 'Technical Bid' envelope). Copy of Bid Security must be attached in Technical Bid Envelop, in case non-compliance the bidder will be declared non-response.

ANNEXURE-'II' TO THE FORM OF BID

Detail of Equipment

(To be filled-in by Bidder in the light of Instructions to Bidders)

The following Equipment will be furnished and maintained by us at the Site for fulfillment of the contract. We take cognizance of and agree to the fact that the submission of this list does not in any way relieve us of the obligations to provide to the satisfaction of the Employer all necessary equipment required for the satisfactory performance of the services.

Sr. No.	Description of Equipment	Qty.	Manufacturer	Remarks
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Signature & Seal of the Bidder



SECTION – 2
INSTRUCTIONS TO BIDDERS



2.0 INSTRUCTIONS TO BIDDERS

2.1 General

The Pakistan Real Estate Investment & Management Company (Pvt). Ltd. (PRIMACO) is a wholly-owned subsidiary of Employees' Old-Age Benefits Institution (EOBI), Ministry of Human Resources Development Government of Pakistan. The PRIMACO intends to carryout procurement of the Services/Works as advised through relevant invitation / envisaged in present Bid Documents.

2.2 Bid Documents

Each Bidder shall receive one set of Bid Documents. The Bid Documents comprise of the following:

1. Form of Bid (inclusive of Annexure-I & II to the Form of Bid).
2. Instructions to Bidders
3. Scope of Work
4. Special Conditions of Contract
5. General Conditions of Contract
6. Form of Financial Bid.
7. Appendices (i.e. specimens of Form of Agreement, Performance Guarantee)
8. Drawings, sketches technical specifications, etc.

The Bidder should carefully examine the all parts of the Bid Documents. The Bidder, irrespective of submitting the Bid or not, shall treat the details of the Bid Documents as strictly confidential and shall return the Bid Documents to the person designated in **Section-1 'Form of Bid'**. The Bid shall be submitted in accordance with the Terms & Conditions stipulated in the Bid Documents. Bid shall submit with his Bid a detailed list of equipment in **Annexure-II'** to the Form of Bid that he propose to furnish at the Site to carryout the work for which they are Bidding for. The Employer does not guarantee the accuracy of the Bid Documents or any part of them or any statement made or information given therein, or of any other information supplied by or on behalf of the Employer in respect of the Services/Works.

2.3 Clarifications

The Bidder must make local and independent examination and enquiries as to the physical conditions prevailing at the Site and obtain his own information on all matters and things that may in any way influence him in making the Bid and fixing the Bid price. He must also satisfy himself as to the risks, obligations and responsibilities to be undertaken in and according to the contract to be entered into by him should his Bid be accepted. The Bidder must enquire and satisfy himself as to the sources of supply, the sufficiency of the means of obtaining and transporting at his cost all equipment, materials, labor and other things required for or in connection with the Contract. The Bidder must consider all other matters and possible contingencies affecting the execution and performance of the Contract. If the Bidder wishes to seek clarification or meaning of any part of the Bid Documents from Employer, he may address his enquiry in writing to the person designated in **Section-1 'Form of Bid'** of the Bid Documents. Such questions shall be received 03 days before the date of opening of the Bids. All explanations and amendments issued on the Employer's part shall be sent at the same time to all Bidders invited to submit Bid.

2.4 Quantities, Rates and Prices

The rates and prices shall be quoted in Pakistani Rupee. The Bid price set down by the Bidder is the full inclusive value of the Services/Works described in the Bid Documents and shall cover profit and all obligations of every kind whatsoever which under the Contract are to be borne by the Contractor. The bidders may be required to furnish a complete rate analysis of any item if considered necessary by Employer. The attention of Bidder is drawn specifically to the Clauses in the Conditions of the Contract dealing with the payment, deductions, guarantees, insurances, liquidated damages, and guarantees, etc. Bidders will not be reimbursed for the costs of any kind whatsoever, incurred in connection with the preparation and submission of Bid. The Bid does not contain price variation clause therefore all unit prices quoted shall be subject to no escalation.

2.5 Bid Security

1. Each Bid must be accompanied by **Fixed Amount of Bid Security of Rs. 150,000**, in shape of Deposit at Call/ Bank Draft/ Bank Guarantee (on the format provided at Appendix-C) only, in favor of the Employer. The Bid Security of all unsuccessful Bidders shall be returned:
 - a. After execution of Contract Agreement with the successful Bidder, OR
 - b. If all Bids are rejected, after such rejection, OR
 - c. After the expiry of validity of Bid or the Pay Order.
2. The Bid Security of the successful Bidder will be released only after the contract has been signed and Performance Guarantee has been submitted by him as per this bidding document.
3. The Bid Security may be forfeited:
 - a. If a bidder is disqualified on the basis of misrepresentation which tantamount to "fraudulent practice" as per Rule 2 (f) (iv) of PPRs 2004
 - b. if the bidder withdraws his bid during bid validity period;
 - c. if the bidder does not accept the arithmetic correction of his Bid Price
 - d. In the case of successful bidder, if he fails within the specified time limit to:
 - e. Furnish the required Performance Security; or sign the Contract Agreement

2.2 Completion and submission of Bid

Bids must be prepared only on the documents supplied herewith. All entries are to be made in English and clearly legible ink. No alteration unless authorized in writing by the Employer may be made in the Form of Bid or the accompanying Bid Documents. Any technical or other comments the Bidder desires to make, shall not be placed on any of the Bid Documents, but shall be submitted as separate statement, as brief as possible and referring to items, clauses and pages of the Bid Documents. The Bid Documents should be signed and stamped by Bidder or his authorized representative (all pages of Bid documents including addenda if any). Erasures and / or corrections, if any, are to be initialed by the same representative. Bid Documents shall be submitted to the person designated in **Section-1** 'Form of Bid' of the Bid Documents on or before the time and date fixed for submission of the Bids, as mentioned in the Bid Notice. Bids received after opening of the Bids shall be rejected. All Bid Documents submitted should be sealed in opaque envelopes which shall be marked with the Tender Enquiry No., time and date of Bid opening and Bidder's name. Bids will be opened at above-cited premises in presence of those Bidders who desire to be present.

2.3 Addition, deletion, amendment, rejection and acceptance

The right is reserved to amend any of the Bid Documents or to issue additions to them prior to the due date for submitting Bids. All such amendments and/or additions will be advised not later than Three (03) days before Bids are due, it is mandatory that the Bid shall include the latest amendment and / or addition to the Bid Documents. When the Bidder is informed of any amendment, addition or revision of the Bid Documents, he is required to immediately



acknowledge receipt of the same to the Employer through address as designated in **Section- 'Form of Bid'**. Subsequent to their opening, Bids will be checked and evaluated by the Employer. The Bid of any Bidder who has not fully conformed to these instructions for Bid or who has submitted a conditional or incomplete Bid may be rejected. The Employer, however, reserves the right to reject any Bid without giving any reason or to accept any Bid in whole or in part and is not bound to accept the lowest or any Bid. The Bidder, whose Bid may be accepted will be required to send authorized representatives at their own expense for necessary technical and contractual discussions and as the case may be for arranging the Agreement of contract.

2.4 Check List

Bidders shall, interlaid, ensure the following before submitting the Bid:

1. Form of Bid & Annexure(s) thereof and Form of Financial Bid have been filled up.
2. All pages of Bid Documents are signed and stamped by Bidder / his authorized representative.
3. Original Bid Security of specified amount has been enclosed in financial bid envelop and a copy in technical bid envelop.
4. Envelop for submission of Bid has been marked with the Tender Enquiry No., time and date of Bid opening and Bidder's name.
5. Two different envelopes, duly marked & sealed 'Technical Bid' & 'Financial Bid', to be enclosed in one big envelop be sealed before submission.

2.5 Documents Accompanying the Bid

2.9.1 Bidder shall submit technical and financial sealed bids in two separate opaque envelopes marking "**Technical Bid**" and "**Financial Bid**" as appropriate. No information related to bid price shall be included in the technical bid.

2.9.2 In technical bid, the bidder shall:

- a. Submit a written power of attorney authorizing the signatory of the bid to act for and on behalf of the bidder.
- b. Provide the information to meet the minimum criteria set out in bid documents, which as minimum will be include following;
 - i. Mandatory registrations
 - ii. Proven similar experience as per technical evaluation criteria
 - iii. Qualification and experience of Personnel
 - iv. Evidence of access to financial resources along with average annual turnover.
 - v. Work commitments
 - vi. Current litigation information and
 - vii. Availability of critical equipment.
- c. Furnish a technical bid taking into account the various Appendices to Bid;

Appendix – _____ to Bid	Proposed Schedule
Appendix – _____ to Bid	Method of Performing the Work
Appendix – _____ to Bid	List of Major Equipment



Appendix – _____ to Bid Organization Chart to Supervisory Staff
Appendix – _____ to Bid Health, Safety & Environment Plan
And other important information such as mobilization program etc:

2.9.3 In Financial Bid following shall be submitted by the bidder:

- a. Form of Bid, duly filled, signed and stamped,
- b. Bid Security, in accordance with the bid documents
- c. Priced Bill of Quantities

2.9.4 Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders proposals to meet the Technical Specifications / Work Scope

2.10 Litigation history:

The bidders should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. In case bidder has never involved in Litigation/arbitration an affidavit prepared within the current month of the submission of technical bid to his effect will be provided by the bidders.

2.11 Joint Venture (JV) – NOT APPLICABLE

2.11.1 Joint Venture must comply with the following requirements:-

- a. Minimum qualification requirements:-
 - i. The lead partner shall meet not less than 70 percent of all qualifying criteria.
 - ii. Each of the partners shall meet not less than 30percent of all the qualifying criteria.
- b. Any change in a JV after technical evaluation, shall be subject to the written approval of the Employer prior to the deadline for submission of bids. Such approval may be denied if:-
 - i. Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
 - ii. The new partners to a JV are not qualified individually or as another JV; or
 - iii. In the opinion of the Employer, a substantial reduction in competition would result.
- c. Bid shall be signed by all members in the JV so as to legally bind all partners, jointly and severally, and any bid shall be submitted with a copy of the JV agreement providing the joint and severable liabilities with respect to the contract.

2.12 Conflict of Interest

2.12.1 The Bidders (including all members of a JV) must not be associated, nor have been associated in the past, with the Employer or any other entity that has prepared the design, specifications, and other technical evaluation and bidding documents for the project, or was proposed as Engineer for the contract, over the last five years. Any such association may result in disqualification of the Bidder.

2.13 Other Factors

2.13.1 Only firms and JVs that have been qualified under this procedure shall be invited to bid. A qualified firm or a member of a qualified JV may participate only in one bid for the contract. If a firm submits more than one bid, individually or as a JV, all bids including that bidder will be rejected. This rule will not apply in respect of bids which include specialist sub-contractors who are used by more than one bidder.

2.13.2 The Employer reserves the right to: -

- a) Amend the scope and value of any contract(s) to be bid, in which event the bidder(s) will only bid among those qualified bidders who meet the requirements of the contract(s) as amended. However, the Employer has to review the disqualified bids who originally do not meet the specified criteria for Qualification.
- b) Reject or accept any application; and
- c) Cancel the technical evaluation process and reject all applications.

The Employer shall neither be liable for any such actions nor be under any obligation to inform the Bidder of the grounds for rejection, however, may be debriefed if solicited.

2.14 Bidders meeting the basic eligibility requirements shall be considered for technical evaluation based on following criteria;

Evaluation Criteria

Criteria Requirement <i>(All supporting documents shall be annexed)</i>	Remarks
1) Complete credentials of the individuals/company with related details,	Mandatory
2) Having valid incorporation/ registration with SECP/GOP/Sole Proprietor,	Mandatory
3) Valid registration with PEC in category C6 & above.	Mandatory
4) Valid Income Tax Registration with FBR/Tax Department (NTN) and Service/Sales Tax Registration of Respective Provincial Department. Bidder must be on ATL for Income Tax and Sales Tax) at time of bid submission.	Mandatory
5) 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 or between partners on prescribed Format as attached.	Mandatory
6) Minimum 01 No. of Similar Nature Completed Services/Project providing O&M Services in last 07years. <i>(Evidence(s) should be provided in form of Contract Agreement/LOA/PO/Completion Certificate clearly specifying Contract Amount and Scope of Work)</i>	Mandatory
7) Minimum 01 No. of Similar Nature Services/Projects (In-hand/Ongoing) providing O&M Services. <i>(Provided LOA/Agreement shall Clearly Indicate No. of Deployed Staff, Service Start & End Period Dates to ascertain in-hand similar nature of service)</i>	Mandatory
8) Financial Status: Average annual turnover of work done of last year: <i>(Evidence(s) should be provided in form of Audit Reports, prepared and duly signed by registered Auditor, of last year and a copy of last submitted FBR Tax Return)</i>	Mandatory

Notes

1. Any deficiencies in the above referred Bid Documents/Eligibility Criteria will result in Disqualification of the Bidder and Financial Bid will be returned un-opened.
2. 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.
3. Sub-Contracts will not be considered.
4. Blacklisted firms from Govt/Semi Govt departments are not eligible.



SECTION – 3
SCOPE OF WORK

SCOPE OF WORK/SERVICES

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

3.1 SCOPE OF WORK

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

The Contractor shall carry out operation, maintenance and servicing VRF Air-conditioning System Installed at EOBI Building 66-M.A. Johar Town Lahore.

The essence of the contract is to ensure smooth functioning of MEP System at all times. A brief description of services is as under:-

3.1.2 Complete periodic servicing and maintenance including minor repairs, overhauls, servicing of all equipment pertaining to above mentioned systems and controls. The Contractor shall prepare and submit Servicing and Maintenance Schedule to the EMPLOYER'S REPRESENTATIVE for approval.

3.1.3 The Employer (PRIMACO) shall be responsible for the supply of the following:

- a) Electricity, water, natural gas, & diesel oil.
- b) Spares and materials required for operation, maintenance, servicing, repairs and overhauling excluding miscellaneous items listed in this bidding documents.
- c) Gas (R-410) Refrigerant.
- d) Suitable working space for the Contractor's staff to carry out minor repairs.

3.1.4 The Contractor shall be responsible for the following:

- a) All staff required for the work including but not limited to staff as mentioned in list of O&M staff.
- b) All such tools, instruments, tackles and equipment as required for maintaining a small workshop to support the Contractor's Operations for proper operation, maintenance and servicing of the plant and equipment.
- c) Supply of items required for work such as cotton waste and cloth normal lubricants, grease, kerosene oil and cleaning brushes.
- d) Keep the plant rooms, equipment rooms, pump room, and panel room, generator room, adjoining passages, and cooling tower area clean and neat. Cleaning to be done every day.

3.1.5 The Contractor shall ensure that all plants, equipment and systems are operated, maintained and serviced efficiently to avoid breakdown during normal operation. The Contractor shall also ensure economical consumption of the materials and spare parts supplied by the Employer. The Contractor shall:

- a) Ensure that Recorder of various functions of different plants and equipment are in correct operational order along with instruments

3.2.0 Air- Conditioning (FCU), Allied equipment and Electrical systems.

1. Washing and Cleaning of air Filters, Flushing and cleaning of strainers
Calibration of the diffusers
2. Servicing of automatic and safety control of plants, Equipment and Air-conditioning, Mechanical & Plumbing Systems, and calibrations of pumps
3. Periodic servicing of all plants and equipment.
4. Checking of Oil and other lubricant and changing the same when required.
5. Adjustment & lubrication/greasing of bearings if required.
6. Checking of belt driven equipment and adjustment of belt tension and alignment.
7. Checking & Adjustment of all pressure & safety devices.
8. Change of parts due to normal wear and tear as when necessary.

1. Electrical Control Boards

- a) Checking and servicing of all main breakers, MCCBs, MCBs, disconnect Switches, fuses, contractors, starters, relays, overload cutouts & other safety devices.
- b) Tightening of wiring connections.
- c) Checking of cables wiring and Bus bar riser system.
- d) Checking and servicing of main LT panel, distribution boards, generator, emergency panels, firefighting panels and all kind of pumps etc with the consent of employer representative

2. Electric Motors

- a) Tightening of wire connection.
- b) Checking and servicing of bearings.
- c) Checking of Motor winding insulation with merger.
- d) Checking motor temperature and Load (amp).
- e) Checking overload/thermal protection of motors

3.3 Staff:

The Contractor shall be responsible for the following:

- (a) Staff required for the work including but not limited to staff as mentioned in list mentioned below;

S. #	Required Personnel	Required Strength	Education	Relevant O&M Experience (In years)
1.	Technicians must have strong knowledge of Mechanical, Cooling Units, Generators, and Fire Fighting System	02	DAE/B.Tech in relevant field	05

- (b) Duty Timings for all the required personnel shall be from 7:30 A.M to 6:00 P.M (Monday to Saturday) and night shift (6:00 PM to 7:30 AM) 7days-01Technician.
- a) The CONTRACTOR shall provide experienced and qualified staff for the operation, repair and maintenance who will work exclusively in the building and shall not be diverted to the CONTRACTOR'S other installation(s). The staff must remain at the site of work during their working hours and should have sufficient qualifications and experience in their respective trades.
- b) The CONTRACTOR shall depute additional staff as required from his central workshop for carrying out the work of servicing, maintenance and minor repairs, particularly annual servicing, maintenance and overhauling and work of urgent nature, without any extra charge to EMPLOYER.
- c) The CONTRACTOR shall arrange periodic site visits, at least once every month of his Service Engineer from his Head Office to check the operation of the MEP Systems and the servicing, maintenance, minor repairs and overhauling work carried out by the CONTRACTOR" staff. The CONTRACTOR will submit the Inspection Report of his Service Engineer to the EMPLOYER" REPRESENTATIVE in **first week** of every month for the preceding month. The Report shall also highlight the overall performance of the complete MEP Systems and pinpoint any actions to be taken by the EMPLOYER.
- d) The CONTRACTOR must ensure regular attendance of the approved staff for the work and maintain an Attendance Register for the staff and take signature from EMPLOYER'S REPRESENTATIVE every day.
- e) Replacement staff shall be immediately arranged by the CONTRACTOR if any staff cannot attend to his duties. The bio-data of replacement staff shall be immediately submitted to the EMPLOYER'S REPRESENTATIVE for approval.
- f) The EMPLOYER reserves the right to make deductions on pro-rata basis, of which the EMPLOYER shall be the sole judge, if the attendance of CONTRACTOR'S staff is irregular.



- g) The CONTRACTOR must ensure good behavior by his staff and the CONTRACTOR'S Technician at the site should liaise with and follow the instructions of the EMPLOYER'S REPRESENTATIVE.
- h) For the purpose of identification and security, all workers of the CONTRACTOR, who may be from time to time, posted to work within the premises of the EOBI House, in connection with the rendering of the services shall be issued with proper identity cards by the contractor at its own cost. The specimen of the card shall be approved by the EMPLOYER'S REPRESENTATIVE.
- i) While being present within the premises of the EOBI BUILDING 66-M.A. Johar Town Lahore in connection with the rendering of services for and on behalf of the CONTRACTOR, all workers of the CONTRACTOR shall always wear proper and clean uniforms (approved by the EMPLOYER'S REPRESENTATIVE) to be provided to them by the CONTRACTOR.

3.4 Tools and Equipment:

The CONTRACTOR shall supply and maintain sufficient tools, equipment and instruments for the use of their staff that are required to enable them to fulfill their obligations under the contract.

3.5 Monthly Reports:

- a) The CONTRACTOR shall submit monthly maintenance, servicing report of work done in respect of all **as required under Scope of Work**, report shall be based on the works recorded in the maintenance register and shall be counter signed by the EMPLOYER'S REPRESENTATIVE.

3.6 Operational Timings:

- a) MEP system as per Scope of Work shall be operated on all calendar days from 7:30 hrs to 16:30 hrs or as schedule indicated by Employer.
- b) The overhauling, maintenance, servicing and repairs of MEP System shall be carried out in a manner so that normal operation is not disrupted.

3.7 Spare Parts:

- a) The CONTRACTOR shall ensure that the spare parts etc. are replaced only when it is considered essential. Maximum care shall be exercised for economy and all efforts should be made to repair the old part for its reuse. New part should only be substituted when the old part cannot be satisfactorily repaired.
- b) The CONTRACTOR may be asked to procure and store consumable and spares required for operation and maintenance of MEP System as and when necessary and approved by the EMPLOYER. The CONTRACTOR shall be reimbursed the actual cost of material (including transportation



charges) and additional **10%** of such cost as handling charges for this part of the service offered by the CONTRACTOR.

- c) The CONTRACTOR will submit a complete List of spare parts with cost and materials required for the operation, routine and annual servicing, maintenance and overhauling of MEP System along with this proposal.
- d) The CONTRACTOR shall inform to the EMPLOYER for procurement of spare parts and materials adhering the following schedule:
 - i) **6 months'** time for imported spare parts & materials.
 - ii) **2 months'** time for locally available spare parts and materials.

3.8 General Requirements:

- a) The EMPLOYER'S REPRESENTATIVE may instruct the CONTRACTOR'S Engineer to operate the MEP systems on Gazette Public Holiday. CONTRACTOR'S staff will take certificate in writing from the EMPLOYER'S REPRESENTATIVE regarding the date and the period of the additional operation.
- b) The EMPLOYER reserves the right to make deduction for the periods of interrupted operation of the MEP System on pro-rata basis where the cause of interruption is attributable to the negligence of the CONTRACTOR, of which the EMPLOYER shall be the sole judge.

SECTION – 4
SPECIAL CONDITIONS OF CONTRACT



4.0 SPECIAL CONDITIONS OF CONTRACT

4.1 Signing of Contract Agreement

The successful Bidder is required to sign the Contract Agreement with the Employer within 21 (twenty-one) Calendar days after the issue of Letter of Intent/Award or date mentioned in Letter of Intent/Award, (in accordance with the General Conditions of Contract).

4.2 Employers' Representative

Representative of Employer for the purpose of this Contract and as defined in General Conditions of Contract shall be **person delegated by the Employer.**

4.3 Site

The Site for the purpose of this Contract and as defined in Scope of Work shall be: **EOBI Building 66-M.A. Johar Town Lahore.**

As per requirement, the manpower moves to anywhere at Lahore. The transportation charges should be provided by contractor. Transportation charges is not refundable/Not payable)

4.4 Validity Period of Bid

The validity period of the Bid shall be 90 days from the Bid opening date.

4.5 Commencement Date

The Contractor shall commence with the performance of Contract effective from 30 (Thirty) days from the date of issuance of Letter of Intent/Award or the date mentioned in Letter of Intent/Award / or Letter to Proceed/Commence with the Services/Works, which may be issued before signing of Contract.

4.6 Contract Period / Work Completion Period

The Contract Period for the purpose of this Contract and as defined in General Conditions of Contract shall be: **01 year (12 Months)**, which may be extended further based on satisfactory performance and on mutual consent of both parties in strict compliance to PPRA Rules.

4.7 Mobilization Period

Within 03 (Three) Days

4.8 Performance Guarantee

As specified in General Conditions of Contract shall be equal to 10% (Ten percent) of the total contract value, to be submitted in shape of Bank Guarantee or Pay Order prior to the signing of the Contract and within 21 (Twenty-one) Calendar days after acceptance of Letter of Intent/Award.

4.9 Insurance Policies

The successful bidder shall ensure following Insurance Policies for project employees as specified in General Conditions of Contract:

1. Workmen's Compensation Policy Based on Total wages / salary.
2. Third Party Liability Policy on 15% of the contract value per year.
3. Indemnity Bond on Rs.100/- stamp paper.
4. Registration with EOBI & ESSI Departments.

4.10 Liquidated Damages

The rate of Liquidated Damages for the purpose of this Contract and as defined in General Conditions of Contract shall be 2 percent (2%) of final contract value for each week or part of the week of delay and limited to a maximum of 10% (Ten percent) of final contract value.



4.11 Penalty/Deductions For :

a. Delay in commencement

The rate of penalty for the purpose of this Contract and as defined in General Conditions of Contract on account of Contractor's failure to commence the Services/Works within specified period, shall be 0.5% of final contract value per week or part of the week.

- b. **Short Attendance** (1.5 day wage per absentee on any day)
- c. **Lack Of Satisfactory Performance** (10 % of the total monthly payment)
- d. **Late Arrivals** (20 % of that particular day(s) payment)
- e. **Illegal Activities** (Dismissal of such involved employee)

4.12 Mode of Payment

- a. Monthly payment will be made to the Contractor for the works as against the monthly bills, submitted by the Contractor and certified by the Employer's Representative. Monthly payment will be made after such deductions as admissible under Contract Terms & Conditions i.e., those on account of shortage of manpower, equipment material and consumable, as well as on account of sub-standard performance during execution of Services/Works, expense/loss caused by or due to non-usage of Personal Protective Equipment's (PPE's) by contractor Employees, the deduction of income tax (as per government rules), solely on Contractor's risk and cost
- b. The monthly payment shall be made to the Contractor subject to submission of the following supporting documents and performance record sheet.
 - i. Attendance chart of their staff and workers duly certified by Employer's Representative for the billing month.
 - ii. Satisfactory Certificate from Employer's Representative regarding use of PPEs by Employees employed at Site.
 - iii. Monthly record of utilization of equipment, material, consumables etc. duly certified by Employer's Representative.
 - iv. The performance record sheet duly certified by the Employer's Representative.

4.13 Special Obligations of Contractor & Contractor's Employees

4.13.1 The Contractor shall liaise and coordinate with the other Contractors working at the site so that the performance of his and other Contractor's work is not affected in any way.

If any dispute and difference arise between the Contractors working at the site, the same shall be referred to the Employer's Representative in writing, whose decision shall be treated final, conclusive and binding on both the parties.



4.13.2 The Contractor shall be responsible and shall make good any loss, damage, theft and pilferage during the period his employees are working in the premises of the building and for which their responsibility is proved.

4.13.3 The Contractor shall sign the inventory for all plant and allied equipment fittings and fixtures etc. Any loss or damage of any plant and allied equipment, fittings and fixtures etc shall be responsibility of the Contractor.

4.13.4 The Contractor shall insure that the manpower once provided would not be ordinarily changed from the site.

4.13.5 The Contractor should make himself available to the Employer's Representative whenever asked for and shall reply all communications issued within two days of their receipt.

4.14 Escalation Clause

No escalation in rate whatsoever on any account shall be payable to the contractor for any item of works and all rates will remain fixed during the currency of contract.

4.15 Employer-supplied services, material etc.

- a. General Maintenance Material i.e. Cotton waste, Kerosene oil, Lubricant Grease etc. shall be the responsibility of contractor.
- b. All the tools tackles and instruments required to execute the subject contract shall be the responsibility of contractor.
- c. All other maintenance material including spare parts shall be the responsibility of Employer.

4.16 Maintenance/Defect Liability Period

(Not Applicable)

4.17 Payment of salaries to Contractor's Employees

The Contractor is bound to pay the salaries/wages to his employees regularly within 1st week of each month. If the Contractor fails to make payment to his Employees by 7th of each month the Employer on receipt of such written complaint by the Employees may pay the salaries and deduct such amount from the bill/invoice of the Contractor. If the Contractor persists with failure in payments of salaries/wages to his employees for two consecutive months, the Employer may terminate this Contract in terms of Clause 5.20s of the General Terms & Conditions. Minimum wage and other Government Policies, Laws, Rules and Regulations must be strictly followed by the contractor. Any deviation of wages may be taken action against Contractor as per Government rules.

Note: In case of any conflict between Special Conditions of Contract and General Conditions of Contract, the Special Conditions shall prevail.



SECTION – 5
GENERAL CONDITIONS OF CONTRACT



- **Definitions & interpretations**
- **Scope of Contract**
 - **The Contract**
 - **The Contract Period/Work Completion Period**
 - **Signing Of Agreement**
- **Works and Services**
 - **Commencement**
 - **Quality &Progress of Services/Works**
 - **Liquidated Damages**
 - **Contractor's superintendence**
 - **Quality of performance, workmanship, material, equipment**
 - **Employer's Powers in respect of Services/Works**
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 - **Variations**
 - **Subletting**
- **Performance Guarantee:**
 - **Contracts valuing below Rs.500,000.**
 - **Contracts valuing Rs.500,000 and above**
 - **Validity, etc.**
 - **Coverage**
 - **Failure to furnish PG**
- **Insurances**
 - **Coverage**
 - **Notifications**
 - **Failure to Furnish Insurances**
- **Contractor's Employees**
 - **Competent Employees**
 - **Applicable rules, regulations, etc.**
 - **Liability of Contractor**
 - **Payment to Contractor's Employees, etc.**
 - **Disciplinary matters**
- **Measurement, certification and payment**
 - **Unit Price / Contract Price**
 - **Escalation**
 - **Measurement**
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- **Termination**
 - **Termination without giving notice**
 - **Termination after giving Notice**
- **General**
 - **Interpretations, Notices, Approvals**
 - **Employer's Instructions**
 - **Communication**
 - **Indemnification**
 - **Protection of existing installations, properties, personnel and neighborhoods**
 - **Stamp Duty**
 - **Other Duties & taxes**
 - **Compliance with statutes, regulations**
 - **HSE, Security**
 - **Force Majeure**
 - **Arbitration**

5 GENERAL CONDITIONS OF CONTRACT

5.1 Definitions and Interpretations:

The following words wherever used in Bid Documents shall have meaning as specified below except where the context otherwise requires:

- | | |
|--|--|
| a. Bidder: | Any person or persons, firm or company submitting the Bid |
| b. Conditions of Contract: | General Conditions, Special Conditions and any other term of Contract and provision of other sections of Bid Document. |
| c. Contract | Means and includes the Contract Agreement if signed, Bid Documents and any addenda thereof, Letter of Intent/Award, Letter of Acceptance, Letter to Proceed if issued separately, and Insurances, Guarantees & sureties etc. submitted under the Contract conditions. |
| d. Contract Agreement | The agreement duly signed by and executed between the Contractor and the Employer, as referred to in Special Conditions of Contract . |
| e. Contractor | The successful Bidder whose Bid has been accepted by the Employer and who enters into contract with employer and includes contractor's authorized representative and approved assignees. |
| f. Contract Period / Completion Period | Time period to commence, carryout, complete and execute the Services/Works excluding maintenance / defect liability period, if any, including any time period extended under Contract, calculated from Commencement date. |
| g. Contract Price | The sum stated in Letter of Intent/Award or Contract Agreement, as agreed between & by the Employer and Contractor, payable to Contractor subject to such deductions and additions and mode of payment, as permissible under the Contract |
| h. Commencement Date | The date, on which the Contractor is required by Employer to commence with the performance of the Contract, notified by Employer through such letter or notice. |
| i. Day | A calendar day of 24 hours from midnight to midnight. |
| j. Defect Liability / Maintenance Period | Time period to commence, carryout, complete or fulfill the maintenance / defect liability works, if any, as identified by Employer. |
| k. Bid Security | Fixed amount of Bid Security i.e. 150,000/- (To be submitted in shape Deposit at Call or Bank Guarantee as per standard format (Appendix-C), sealed in 'Financial Bid' envelope). Copy of Bid Security must be attached in Technical Bid Envelop, in case non-compliance the bidder will be declared non-response. |
| l. Employer | Pakistan Real Estate Investment and Management Company (Pvt.) Ltd. (a wholly owned Subsidiary of EOBI, Government of Pakistan). |



- | | | |
|----|--|--|
| m. | Employer's Representative | A duly authorized person appointed by the C.E.O. of Employer or as specified in Special Conditions of Contract to act on behalf of the Employer in all matters arising out of the contract. |
| n. | Employees of Contractor | Employees or Staff deployed by the Contractor for the purpose of carrying out Services/Works specified in the Contract. |
| o. | Letter of Intent/Award | An unbinding intimation in writing by the Employer showing acceptance of a Bid subject to terms & conditions of Bid Document / Contract and alterations/obligations as specified thereof. |
| p. | Letter to Proceed / Commence with Services / Works | If separately required and issued means order by the Employer to the Contractor to commence with the Services/Works. |
| q. | Owner | The 'Employees' Old-Age Benefits Institution', hereinafter referred to as EOBI. |
| r. | Performance Guarantee | A financial bond, guarantee and/or other instruments of surety furnished by Contractor in the manner specified in Conditions of Contract. |
| s. | Scope of Work | Means and includes Section-3 of Bid Documents and any addenda thereof. |
| t. | Services/Works | Mean and include the services and works described in Scope of Work of Bid Documents and any addenda thereof. |
| u. | Site | Means land, place, etc. for provision, execution and carrying out of Services/Works, and as specified in Conditions of Contract , or any other place as notified by Employer. |
| v. | Bid | Bid or Offer made by the Bidder in response to this invitation for bids / tender notice. |
| w. | Bid Documents | The documents provided and herein and itemized in 'Table of Contents' including any addenda or corrigendum thereof. |

5.2 Scope of Contract

5.2.1 The Contract

The Contract comprises the execution and performance of the Services/Works, and insofar as not otherwise specified in the Contract, provision of any Services/Works and everything required in and for such execution, supervision and management, so far as the necessity for providing the same is specified in the Contract or is to be reasonably inferred from the Contract.

5.2.2 The Contract Period/Work Completion Period

Subject to any requirement to execute and perform any portion or part of Contract before whole Contract, the period of Contract shall be the period as specified in Special Conditions of Contract. It shall commence from the date of commencement of Services/Works as specified thereof. The period of Contract may be extended as determined suitable by the Employer on terms and conditions mutually agreed by both parties.



5.2.3 Signing of Agreement

Within the time period specified in Special Conditions of Contract, the successful Bidder is required to sign an Agreement with the Employer in accordance with the prescribed specimen attached as **Appendix-A to Section-7 of Contract**, with such modifications as agreed upon and considered necessary.

5.3 Works and Services

5.3.1 Commencement

The Contractor shall commence the Services/Works within the period specified in **Special Conditions of the Contract**. The Contractor shall bear all costs and expenses required by him in connection with such commencement. The Employer shall arrange to make available to Contractor the Site or such portions of Site thereof in a manner and timeframe as required and deemed necessary under this Contract. In the event of failure on Contractor's part to commence the Services/Works within the specified period on account of any reason, Employer reserves the right to levy penalty at a rate specified in **Special Conditions of the Contract** during period of such delay. The penalty clause would be effective if the Employer's Representative reports such delay while verifying the Contractor's bills/invoices. If the Contractor fails to commence the Works/Services within the specified period and if contract is cancelled due to above reason 10% penalty may be imposed in addition to the risk and cost amount.

5.3.2 Quality and progress of Services/Works

The Contractor shall provide all equipment, material, workmanship and commit overall performance of the kinds and standards as required for under the Contract or in accordance with the Employer's instructions. The Contractor shall furnish to the Employer with a true and accurate statement showing detail of works done and services rendered under the Contract on formats and within time-intervals as specified or agreed by the Employer. Should in the opinion of Employer, the quality of progress or performance fails to conform to the stipulations of the Contract, Employer may inform the Contractor who shall take necessary actions to comply with the requirements under contract. The Employer however, reserves the right to take remedial actions under the Contract including but not limited to carrying out necessary Services/Works through other sources to obtain desired results, such that the costs and expenses involved in doing so plus any premium as specified by Employer shall be borne by the Contractor.

5.3.3 Liquidated Damages

If the Contractor fails to complete the Services/Works or any part thereof within the time prescribed under Contract for the whole of Services/Works or the part thereof, then the Employer shall be entitled to receive by way of liquidated damages a percentage of contract value prescribed in **Special Conditions of Contract**. Without prejudice to any other method of recovery, the Employer may deduct such amount from any moneys payable to Contractor. Such deduction shall not, however, relieve the Contractor of his liabilities and responsibilities under the Contract.



5.3.4 Contractor's superintendence

The Contractor shall provide all necessary superintendence during the execution of Contract period and defect liability/maintenance period if any. The Contractor or an approved representative of Contractor shall give his whole time to such superintendence.

5.3.5 Employer's Powers in respect of Services/Works

5.3.5.1 The Employer's powers include but are not limited to observing, inspecting, approving/disapproving and ordering necessary alterations to the Services/Works, including checking and examining suitability of all materials/manpower/equipment to be provided/used and all performance and deliveries required in connection with the Contract. The Employer also has the power to assess the amount of deductions that shall be made from the contractor's bills/invoices on account of penalties, liquidated damages, as well as on account of sub-standard performance, expense/loss caused by or due to non usage of protective equipments by contractor Employees, or due to non compliance of any standards on Contractor's part, and to effect deduction of such amounts from the bills of the Contractor.

5.3.5.2 The Employer also has the power object to and require the Contractor to remove forthwith from the Site any Employees of the Contractor who in the opinion of the Employer's Representative misconducts themselves or are incompetent or negligent in the proper performance of their duties or whose employment is otherwise considered by the Employer's Representative to be undesirable and such persons shall not again be employed upon the Services/Works without the written permission of the Employer. Any Employee so removed shall be replaced without delay by a competent substitute approved by the Employer.

5.3.6 Employer's Representative

The Employers Representative as specified in **Special Conditions of Contract** has been delegated the powers vested in Employer whereby any written instructions or approval given by him, during the period of his authorization is to be deemed just as binding on the Contractor as though it had been given by the Employer, provided that:

5.3.6.1 Failure of the Employer's Representative to disapprove any Services/Works or materials shall not prejudice the power of the Employer to subsequently disapprove such work or materials and to order the removal thereof.

5.3.6.2 Approval of the Employer's Representative of any Services/Works in no case releases the Contractor from his sole responsibility and liability for the supply of specified manpower, materials and equipment for execution of the Services/Works in accordance with the Contract.

5.3.6.3 If the Contractor is dissatisfied with any decision of the Employer', he will be entitled to appeal to the CEO-PRIMACO (the Employer), who shall thereupon confirm, reverse or vary such decision. The



decision of the CEO-PRIMACO (Employer) shall be final, conclusive and binding upon the Contractor.

- 5.3.6.4** No action as aforesaid in this clause taken by the Employer, or the Employer's Representative shall relieve the Contractor of any of his liabilities under the Contract or give rise to any right to compensation or to any other claim.

5.3.7 Variations

- 5.3.7.1** The Employer can order any variation (not more than 50% of contract amount) of the form, quality or quantity of the Services/Works or any part thereof, which may in their opinion, be necessary. For above purpose or for any other reason, the Employer has the power to issue following binding instructions in writing:

- 5.3.7.1.1 to increase or decrease the quantity of any Services/Works
- 5.3.7.1.2 to omit any such Services/Works from the Scope of Work
- 5.3.7.1.3 to change the character, quality or kind of any such Services/Works
- 5.3.7.1.4 to place an order for execution by Contractor requiring additional Services/Works of any kind, in connection with or ancillary to the Scope of Works

Provided that no order shall be required in writing in case the quantities so exceeded or decreased or not so ordered under this clause.

- 5.3.7.2** The valuation of any alterations/additions/deletions in the Scope of Works shall be based on the rates/prices quoted by the Contractor in the approved Bid. In case any item is not covered in approved Bid then the prices shall be mutually agreed in writing based on the complete rate analysis of all items giving full detail of material cost, labor cost and / or overheads.

5.3.8 Subletting

Should the Contractor desire to sublet any portion of the Services/Works, he should make such request to the Employer in writing giving full details of the proposed sub-contractor and portion of Services/Works desired to be sublet for approval of the Employer. Further subletting of Contract by the Contractor without the written consent of the Employer will constitute a breach of the Contract. Approval of Employer given as above shall in no case absolve the Contractor from his responsibility for the due performance of Contract and the sole responsibility of the performance of the Contract including sub-letted Services/Works shall rest with the Contractor. Contractor shall be responsible for the payments to sub-contractor and Employer shall not entertain any claims, complaints etc. in respect of above.

5.4 Performance Guarantee:

Prior to the signing of Agreement and within time period specified in **Special Conditions of Contract**, the Contractor has to submit a Performance Guarantee as per following:



5.4.1.1 The Contractor shall submit a Performance Bank Guarantee (PBG) as per approved format given at **Appendix-B** or in shape of pay order for the rate/amount specified in **Special Conditions of the Contract**, as Performance Guarantee.

5.4.2 Validity& release.

On receipt of PBG duly approved by employer, Bid Security will be returned. It is Contractor's responsibility to arrange that the Performance Guarantee to be submitted as above which will remain valid for Contract Period / Work Completion / Period and Maintenance/Defect Liability Period if any and default or delay on this account shall render contractor's bills/invoices liable to holdup. On successful completion of the Contract Period and Maintenance/Defect Liability Period if any, and upon fulfillment of all the obligations under the Contract, the Performance Guarantee would be returned to the Contractor.

5.4.3 Coverage

The Performance Guarantee required and furnished under the Contract shall cover the faithful performance of the Contract and discharge of all obligations and responsibilities covered under Contract by the Contractor. The Employer's right to recover damages from Contractor for breach of Contract shall in no case be limited to value of Performance Guarantee.

5.4.4 Failure to furnish PG

Failure to furnish/update performance Guarantee will entitle Employer to consider the successful bidder/Contractor as having abandoned the Contract and to be at default, and to this effect take necessary remedial action against him including but not limited to forfeiture of the Bid Security and claim any other loss or damage resulting to Employer by reason of the aforesaid default.

5.5 Insurances

5.5.1 Coverage

The Contractor shall arrange for and furnish to the Employer the Insurance as specified in Special Conditions of Contract and must make good at his own cost all losses or damages to anything or anyone, arising out of or during the progress of Services/Works and shall keep the said policies in force during the entire Contract Period and maintenance/Defect Liability Period if any and produce to the employer's representative the receipts for payment of the premiums, subject to following general guidelines:

5.5.1.1 The insurance, where necessary, shall be assigned in the name of Employer.

5.5.1.2 Workmen's Compensation policy shall be based on the total wages/salary and to that limit required by the law of Pakistan for the workers and other persons in the employment of the Contractor (Contractor's Employees).

5.5.1.3 Third Party Liability Policy and Contractor's All Risk Policy shall be up to the Contract Price plus 10% (ten percent) to cover any additional expense or loss etc.

5.5.1.4 The insurance must be obtained from any of the AA and above rated insurance companies.



5.5.2 Notifications

It shall be the responsibility of Contractor to notify the Insurance Company for any matter or event which is required to be notified under such the terms of such policies and Contractor shall accept all liabilities resulting from any default on this account.

5.5.3 Failure to Furnish Insurances

In case the Contractor fails to furnish Insurance Policies as specified above, the Employer without prejudice to any other right or remedy, may affect and keep in force any such Insurance and pay necessary premiums and deduct the amount so paid from any moneys due or which may become due to Contractor. The insurance obligations under this Contract in no case release the Contractor from the obligation to reasonably safeguard against the accidents, physical injuries and contagious diseases and he must take reasonable precautions and adopt proper safety measures to guard his Employees, third parties, and properties etc. during the course of Contract.

5.6 Contractor's Employees

5.6.1 Competent Employees

The Contractor shall make his own arrangements for the provision and employment of all employees in connection with the performance of the Contract, provided that only such persons are provided for and employed which are competent to perform, carryout, execute, supervise and maintain required Services/Works as per Scope of Work. The Employer shall be at liberty to object to and require the Contractor to remove forthwith from the Site any Employees of the Contractor under the terms of Contract.

5.6.2 Applicable rules, regulations, etc.

The Contractor shall at all times during the period of the Contract conform in all respects with and carry out all obligations imposed on him by the provisions and requirements of any Law and of any Regulations or orders of any Government (Central, Provisional or local) or any authority which may be applicable including any such Law, Regulation or Order passed or made or come into force after the date of the submission of Bid by the Contractor.

5.6.3 Liability of Contractor

The Contractor shall be liable for or in respect of any damages or compensations payable according to the provisions of Workmen's Compensation Act and any other laws in force, in respect or in consequence of any accident, injury, death arising in connection with this Contract or any sub-letting.

5.6.4 Payment to Contractor's Employees, etc.

The Contractor shall make payments due to his Employees payable to them from time to time under the applicable rules and regulations. Unless repugnant to the context of this Contract and/or so required to meet desired rate of progress, the Employees of the Contractor shall not be required to work on Public Holidays.

5.6.5 Disciplinary matters

The Contractor shall be fully responsible for the acts and omissions of persons provided/employed by him under the Contract. The Contractor shall be solely responsible for all disciplinary matters regarding his Employees and shall bear all the damages / losses incurred by Employer or Owner due to negligence / misconduct of the Employees. The Contractor shall be liable to



pay at actual the amount claimed by the Employer/Owner on account of losses / damages so caused to men / material / property of Employer/Owner. In case of failure of the Contractor to pay the amount claimed as above, the same shall be deducted from Contractor's bills, Bid Security, Performance Bond or any other moneys payable to Contractor by Employer on any account, without prejudice to any further suitable lawful action.

5.7 Measurement, certification and payment

5.7.1 Unit Price / Contract Price

Subject to specific limitations and instructions provided in the form of financial bid or Special Conditions of Contract or Scope of Work, unit prices shall include all basic and additional costs, expenses and provisions etc. required for the execution, completion and defect liability etc. of the Contract, directly and indirectly. The total Contract Price shall be price named in Financial Bid subject to approval and acceptance, including additions thereto and/or deductions there from, including price of all material, manpower, supervision, services, works and all costs in connection with the fulfillment of all conditions and performances under the Contract. It also includes costs of transportation to site, all Government taxes and charges, local bodies' charges, insurances & banking expenses, and all other expenses required to execute the Services/Works as per the Bid Documents.

5.7.2 Escalation

Unless provided for in **Special Conditions of the Contract** and subject to such terms and conditions as specified therein, no escalation in rate whatsoever on any account shall be payable to the Contractor for any item of Services/Works and all rates will remain fixed during the entire period of the contract.

5.7.3 Measurement

The quantities set out in the form of Financial Bid are estimated quantities. Except as otherwise specified in **Special Conditions or Scope of Work**, the actual and correct quantities under the Contract shall be determined through measurement according to standard methods.

5.7.4 Certification and Payment

The Contractor shall submit bills/invoices along with necessary statements and supports to the Employer's Representative in a manner specified in **Special Conditions or Scope of Work**. Only after checking the correctness of the bill, making deductions and withholding payables as required under the Contract, the Employer's Representative shall certify the said bill/invoice and forward it to competent authority for further processing. Without prejudice to right of demanding and recovering any amount from Contractor's payments on account of any account under the Contract supported by subsequently discovered evidence, the Employer shall pay and Contractor shall receive such amount as determined above.

5.8 Termination

5.8.1 Termination without giving notice

The contract is liable to be terminated by Employer without prior notice to Contractor and at Contractor's risk and cost if the Contractor:

- 5.8.1.1** Becomes or is adjudged insolvent or being an Incorporated Company is ordered or resolved to be wound-up, or
- 5.8.1.2** Hinders the Contract, or abandons the Contract, or
- 5.8.1.3** Sublets the Contract except for the manner and procedure provided in Contract, or



- 5.8.1.4 Fails to proceed with the Contract, commence the Services/Works, maintain the due progress of or complete the Services/Works under the Contract, or
- 5.8.1.5 Neglects or fails to observe and perform any conditions under this Contract, or as per Scope of Work specified in the Contract, or
- 5.8.1.6 On account of above or on any other account described in the provisions of Contract, acts or fails to act constituting a default or breach of the Contract

Provided that such termination shall empower the Employer to forfeit Performance Guarantees, Bid Security, and any moneys payable to Contractor by Employer under the Contract, without prejudice to Contractor's right to initiate any other lawful action against Contractor.

5.8.2 Termination after giving Notice

The Employer shall also have the right to terminate the contract by giving a 30 days notice if it decides to discontinue the services of the Contractor due to any reasons other than those mentioned above or in Instructions to Bidders or Conditions or Scope of Work of the Contract. However, in such a case the Employer shall not invoke/forfeit the Performance Guarantee of the Contractor and shall make a fair assessment of the payments due to the Contractor and release the same as full and final settlement of the accounts under the Contract.

5.9 General

5.9.1 Interpretations, Notices, Approvals

Where context so requires, words in singular imply plural and vice versa, and words implying parties to Contract shall include firm, partnership, sole proprietorship company/corporation etc. having legal capacity. Unless otherwise specified, any notice, consent or approval under Contract shall be in writing. Approval or consent required under Contract shall not be unreasonably withheld or delayed. Approval by the Employer under the Contract shall not relieve the Contractor from any of his responsibilities under the Contract.

5.9.2 Employer's Instructions

The Employer has the right to issue from time to time instructions, directions and guidelines collectively referred to as "Employers' Instructions" to the Contractor as deemed necessary by Employer, in connection with the execution and performance of Services/Works under the Contract.

5.9.3 Communication

A written communication under Contract shall be deemed to be delivered when posted to parties' address through registered post or courier or handed over to an authorized representative of the parties.

5.9.4 Indemnification

The Contractor indemnifies and keeps indemnified the Employer in respect of all claims, damages, compensations, suits, actions, proceedings or expenses arising out of in consequence with any accident or injury sustained by any Employee or other person, or property whatsoever, whether in the employment of the Contractor or not, while in or upon the said Services/Works or at the Site of the same or in consequence of any activity under the Contract, and the Employer shall not be liable to defend any claim whether brought under the Workman's Compensation Act or any other Law of State or otherwise in respect of or in relation hereto.

5.9.5 Protection of installations, properties, equipment, personnel and neighborhoods



Notwithstanding any other safeguard or security provided under the Contract, the Contractor shall take full responsibility of and make good damage or loss or injury to existing installations, properties, equipment including equipment employed by Contractor, personnel and neighborhoods at or around the Site, arisen out of any cause save by cause of Force Majeure as defined in the Contract.

5.9.6 Stamp Duty

In accordance with Stamp Act 1899 & any further amendment thereafter, the successful Bidder will be required to bear stamp duty at applicable rate for the execution of the contract agreement.

5.9.7 Other Duties, taxes, levies, etc.

All duties, taxes, levies, royalties etc. which the Contractor may be liable to pay shall be on the Contractor's account and entirely the responsibility of the Contractor.

5.9.8 Compliance with laws, regulations

The Contractor shall conform in all respects with the federal, provincial or local statutes, ordinances, regulations and rules etc. in relation to execution of Contract and shall keep the Employer indemnified against all liabilities and penalties for breach of such provision. The Contractor shall pay all moneys payable under any head to federal, provincial or local authority including EOBI.

5.9.9 HSE, Security

All obligations and responsibilities regarding health, safety and environmental matters under federal, provincial or local statutes, ordinances, regulations and rules etc. which the Contractor may be liable to obey shall be on the Contractor's account and entirely on the cost and expense of the Contractor. Due precaution shall be taken by Contractor to ensure the safety and security of his staff and equipment etc.

5.9.10 Force Majeure

Any delay in or failure of performance of the Contractor or in fulfillment of any obligation by the Employer, hereto shall not constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure of performance is caused by 'Force Majeure' including: natural calamities, war, rebellion or sabotage civil commotion or damage resulting there from, fire or explosions, accidents, breakdown, riots, commotion, strikes (excluding the strike of the employees of the Contractor) epidemic, change in Laws preventing any party from performing its part under the Contract or any other causes whether or not of the same class or kind as those specifically stated above, which are not within the control of the party affected and which by the exercise of reasonable diligence the party affected is unable to prevent.

5.9.11 Arbitration

In the event of any claim or dispute arising out and the Contractor is dissatisfied with any decision of the Employer's Representative, after appealing to the Grievance Redressal Committee of PRIMACO and later on to CEO (PRIMACO), if dispute remains unresolved, the matter shall be finally settled as per provisions of Arbitration Act 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Venue of Arbitration will be Islamabad.

5.21.12. Monthly Report.

The Contractor should be submitted the monthly report first week of month.



SECTION-6
FINANCIAL BID



SUMMARY OF BID PRICES

Annual Operation & Maintenance Charges including Workmanship

Item No.	Description	Monthly Service Charges (PKR) Inclusive of Taxes	Annual Services Charges/ Bid Price (PKR) Inclusive of Taxes
1.	<p>Operation and Maintenance of EOBI Building 66-M.A. Johar Town Lahore, as per defined Scope of Work (Section – 03).</p> <p align="center"><i>(Refer to Annexure A, B & C on the proceeding pages)</i></p>		

(In Words) Rs. _____

NOTES:

1. All the quoted rates shall be treated as inclusive of all the works required to be performed by the Contractor as per Scope of Service given in the Bid Documents.
2. All quoted rates will be inclusive of all Government taxes, duties, levis, compliance with GoP Rules and regulation for minimum wages etc.
3. The monthly payments will be on the basis of corresponding schedule rates and in accordance with the attendance sheet verified by the EMPLOYER’S REPRESENTATIVE.

Seal & Signature of the Bidder

Financial Bid



(Annexure - A)

Rate Built Up / Individual (per Month) – as per Section 3.3 (Staff)

Sr. #	Category of Staff	Rate per VRF Technician (PKR)	Rate per VRF Technician (PKR)	Total per Month for 02 Nos. Staff (PKR)
1.	Rate/Staff/Month <i>(Min. Wages in Rs. in reference with Government notification as on Bid submission date)</i>			
2.	EOBI subscription per Month (Rs.)			
3.	Social Security per Month (Rs.)			
4.	Contractor's Profit/ Overhead per Month (Rs.)			
5.	Income Tax per Month (Rs.)			
6.	GST per Month (Rs.)			
Total Rate per Month (Rs.)				

NOTES:

1. Quoted cost must be in compliance with Government of Rules & Regulations for Labor Wages and all applicable Taxes. Shift hours shall be as per Government prevailing working hours.
2. Above mentioned rates per Month to be carry forward for Compilation of Financial Bid at Annexure - (B).
3. Evidence of Monthly Wage payments to be submitted to the Employer each month.

Seal & Signature of Bidder



(Annexure - B)

Bid Price (per Month) as per Rate Built Up

Location: EOBI Mix Use Development Project 66-M. A, Johar Town Lahore

S#	Description of Staff	Quantity of Staff	Total Rate/Month (Quantity x Total Rate as per Annexure – A)
1.	Technician (per Month)	02 Nos.	Rs.
	Total per Year	02 Nos.	Rs.

(Annexure – C)

Break up of Miscellaneous/Inspection for Operation & Maintenance Services

S.No	DESCRIPTION	TOTAL AMOUNT (Rs.)
1.	Annual Servicing/Overhauling by Approved Chiller maintenance expert or local agents of chiller manufacturer. <i>Note: (Employer can request Contractor for Servicing/Overhauling more than One time and will be paid separately)</i>	One Time Charges Rs.
Total Amount (Inclusive of all taxes and associated cost) (C) ---- Rs.		

NOTES:

1. All the above quoted rates shall be treated as inclusive of all the works required to be performed by the Contractor as Scope of Work given in the tender Documents.
2. All quoted rates shall be inclusive of all Government taxes, duties, levis etc and compliance to applicable minimum wages by Government of Pakistan.
3. The monthly payments on the basis of above rates and in accordance with the attendance sheet verified by the EMPLOYER'S REPRESENTATIVE.

Seal & Signature of Bidder



SECTION - 7
APPENDICES
(Specimen of Forms)



APPENDIX –A
FORM OF AGREEMENT

Tender Enquiry No.
Contract No.
Title:

CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into at Islamabad on this _____ day of _____, 2024 by and between Pakistan Real Estate Investment & Management Company (Pvt.) Ltd. having its registered office at 02nd Floor, EOBI House, Plot # 32, 33 & 34, Mauve Area, G-10/4 Islamabad, hereinafter referred to as the “Employer” (which expression shall unless repugnant to the context mean and include their respective successors-in –interest and assigns) of the one part,

AND

M/s. _____,
having its registered office at _____,
hereinafter referred to as the “Contractor” (which expression shall unless repugnant to the context mean and include its successors-in –interest and assigns) of the other part.

WITNESSTH:

WHEREAS, the Employer is desirous for *(Title)* _____ and has accepted the Bid of the Contractor for the same.

AND WHEREAS, the Contractor has already furnished to the Employer the following as required under the terms of Contract *(Insert as per contract requirement)*:

- | | |
|--------------------|-----------------|
| 1. Required: _____ | Provided: _____ |
| 2. Required: _____ | Provided: _____ |
| 3. Required: _____ | Provided: _____ |
| 4. Required: _____ | Provided: _____ |

NOW THEREFORE, for and in consideration of the promises, negotiation, covenants and agreements hereunder contained and to be performed by the parties hereto, the said parties hereby agree and covenant as follow:

- Article-1: Words and Expressions:
In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract.
- Article-2: Services/Works and compensation of the Services/Works:
The Contractor hereby covenants with the Employer for the execution, performance and completion of the Contract and of the Services/Works embraced therein including remedy of defects, according to and in conformity with the specifications, conditions and provisions of the contract, or agreed in course of subsequent understanding in accordance with the contract. The Employer covenants to pay the Contractor and the Contractor consents to receive and accept from Employer as full compensation the Contract Price Rs. _____ (in words



Rupees _____) in consideration of the execution, performance and completion of the Contract in the manner prescribed by the contract subject to ascertainment of such price as per approved rates and such deduction as are allowed under provisions of contract.

3. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
- a) Contract Agreement
 - b) Bid Documents including:
 - 1. Form of Bid and Annexure 'I' & II thereof
 - 2. Instruction to Bidders
 - 3. General Conditions of Contract
 - 4. Specific Conditions of Contract
 - 5. Scope of Work
 - 6. Drawings/Sketches
 - 7. (Approved) Financial Bid / Schedule of items
 - c) Letter of Intent / Award No. _____ dt. _____ Contractor's Acceptance dt. _____, Letter to Proceed/Commence No. _____ dt. _____.
 - d) Performance surety and insurance as described above.

IN WITNESSES WHEREOF, the parties hereto have set their respective hands and seal on the day and year first above written.

For and on behalf of Employer:
M/s. Pakistan Real Estate Investment Management Company (Pvt.) Ltd.

For and on behalf of Contractor:
M/s: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

In presence of:

WITNESS:

WITNESS:

1. Signature: _____

1. Signature: _____

Name: _____

Name: _____

CNIC#: _____

2. Signature: _____

2. Signature: _____

Name: _____

Name: _____

CNIC#: _____



APPENDIX-B

FORM OF PERFORMANCE BANK GUARANTEE
(ON STAMP PAPER OF APPROPRIATE VALUE)

Guarantee No. _____
Dated: _____
Value Rs. _____
Expiry Date: _____

M/s. Pakistan Real Estate Investment & Management Company (Pvt.) Ltd.
3rd Floor, EOBI House (Former Awami Markaz)
Shahrah-e-Faisal
Karachi.

Dear Sirs,

In consideration of you entering/having entered into Contract No. _____ against Tender Enquiry No. _____ with M/s. _____ hereinafter called the "Contractor" and in consideration of value received from the Contractor, we hereby agree and undertake as follows:

1. To make unconditional payment of Rs. _____ and in such amount as you may require from time to time, as and when called upon by you to do so, being amount covering security for the due fulfillment by the Contractor of all liabilities, obligations, commitments and total and faithful performance of the above-said Contract by the Contractor or contractor's representative(s) or assignees, of which you shall be sole judge.
2. To accept written intimation from you as sufficient evidence of the existence of a default or breach or non compliance as aforesaid on the part of the Contractor and to make payment immediately upon receipt of the written intimation.
3. To keep this guarantee in full force from the date of this guarantee till all the obligations of the Contractor under Contract are duly fulfilled by the Contractor to your satisfaction.
4. Your indulgence or arrangement or alteration etc. whatsoever with the Contractor in respect of performance of the Contract with or without notice to us shall in no manner discharge or affect this guarantee and our liabilities are committed hereunder.
5. The guarantee shall be binding on us and our successors-in-interest and shall be irrevocable. The guarantee shall not be affected by any change in composition or constitution of the guarantor bank.
6. The Guarantee shall remain valid up to _____.

For and on Behalf of the Guarantor Bank
Signature and Seal



APPENDIX- C
FORM OF BID SECURITY
(Bank Guarantee)

Guarantee No. _____
Executed on _____
Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

Name of Principal (Bidder) with address: _____

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

Bid Reference No. _____ Date of Bid _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid 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 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 Principal has submitted the accompanying Bid numbered and dated as above for

_____ (Particulars of Bid) to the said Employer;
and

WHEREAS, the Employer has required as a condition for considering the said Bid that the Principal furnishes a Bid Security in the above said sum to the Employer, conditioned as under:

- (1) **that the Bid Security shall remain valid for a period 28 days beyond the period of validity of the Bid;**
- (2) **that in the event of;**
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, pursuant to Sub-Clause 24.2 of Instructions to Bidders, or
 - (c) failure of the successful bidder to
 - (i) furnish the required Performance Security, in accordance with Clause 34 of Instructions to Bidders, or
 - (ii) sign the proposed Contract Agreement, in accordance with Clause 35 of Instructions to Bidders,

then the entire sum be paid immediately to the said Employer as liquidated damages and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, 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 Guarantor shall forthwith pay to the Employer the said sum stated above 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 Guarantor at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal 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 Guarantor shall pay without objection the sum stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounden Guarantor has executed the instrument under its seal on the date indicated above, the name and 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:

Signature _____

1. _____

Name _____

Corporate Secretary (Seal)

Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)



APPENDIX- D

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.



APPENDIX- E
INDEMNITY BOND

(On stamp paper worth Rs.100)

Tender Enquiry No. & Date:
Contract No. & Date:
Description of Work/Services:

To

M/s. Pakistan Real Estate Investment & Management Company (Pvt.) Ltd. (PRIMACO), having their registered office Plot No. 32, 33 & 34 Mauve Area, G-10/4 Islamabad (the 'Employer', which expression shall unless repugnant to the context mean and include their respective successors-in-interest and assigns),

I/We, M/s. _____,
having registered office at _____,
(the 'Contractor', which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns) of the other part.

HEREBY:-

1. UNDERTAKE to INDEMNIFY you and to keep you indemnified from and against any losses, costs expenses suits and proceedings that you may suffer or incur as a result of any act, omission or failure by me / us or any person / party working or performing for me/us or on my/our behalf; to perform and observe any of the terms and conditions of the afore-mentioned contract agreement as required by you, AND for any premature termination of or any repudiation of contract agreement prior to the expiration of its term,
2. UNDERTAKE to INDEMNIFY you and keep indemnified in respect of all claims, damages, compensations, suits, actions, proceedings or expenses arising out of in consequence with any accident or injury sustained by any Employee or other person, or property whatsoever, whether in my/our employment or not, while in or upon the said Services/Works or at the Site of the same or in consequence of any activity under the Contract, and that you shall not be liable to defend any claim whether brought under the Workman's Compensation Act or any other Law of State or otherwise in respect of or in relation hereto,
3. UNDERTAKE to conform in all respects with the federal, provincial or local statutes, ordinances, regulations and rules etc. in relation to execution of Contract and shall keep you indemnified against all liabilities and penalties for breach of such provision, and shall pay all moneys payable under any head to federal, provincial or local authority including EOBI.



4. ASSURE to you the punctual performance and observance of all the obligations arising from the said contract agreement, AND agree that if at any time any of our obligations or any of the terms and conditions of said contract agreement are not duly and punctually observed and performed, I/We will on demand pay all costs and expenses arising out of or incidental to or in connections with the non-observance of performance, as solely determined by you,
5. AGREE that this Indemnity shall be continuing and I/We shall not stand discharged of it by operation of law or in any manner otherwise than by full and complete performance of all the obligations to be performed and observed by me/us under the said agreement and under this Bond;
6. AGREE that this Indemnity Bond is in addition to and not in substitution for any other security which you may hold with respect to said contract agreement and that it may be enforced without recourse having first been made to such security and without any other steps or proceedings,
7. Agree that the Indemnity may not be terminated or revoked unless with your prior written consent, obtained after a) giving written notice of termination to you and b) making payment to you of all monies then payable by me/us, as solely determined by you,
11. AGREE that this Deed of Indemnity and Guarantee shall be governed by and construed in accordance with the laws of the Pakistan.

SIGNED SEALED AND DELIVERED by:

For and on behalf of Contractor:

M/s:

Signature:

Name:

WITNESS:

1. Signature:

Name:

CNIC #:

2. Signature:

Name:

CNIC #:

