EMPLOYEES' OLD AGE BENEFITS INSTITUTION
(EOBI)

through

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

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

REQUEST FOR PROPOSALS (RFP)

(Technical & Financial Proposals)

PROCUREMENT OF CONSULTANCY SERVICES FOR PRELIMINARY SURVEYS, STUDIES & REPORTS, DETAILED DESIGNS, PC-I, BIDDING DOCUMENTS, EVALUATION OF BIDS, & TOP SUPERVISION

For

Construction of High-End Luxury Apartments, Plot No. 54, Main Gulberg, Lahore

(Single Stage - Two Envelop Procedure)
(Quality and Cost Based Selection)

(National Competitive Bidding)

Proposal Enquiry No. PRIMACO(EOBI)/Design & Supervision/ Plot No.54 Gulberg Lahore

June 2026

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

SECTION I: INVITATION FOR PROPOSALS (IFP)

Proposal Enquiry No. *PRIMACO(EOBI)/Design & Supervision/ Plot No.54 Gulberg Lahore*

Pakistan Real Estate Investment and Management Company (Pvt) Ltd – PRIMACO on behalf of Employees' Old Age Benefits Institution - EOBI (Government of Pakistan) intends to solicit the Bids: -

for

PROCUREMENT OF CONSULTANCY SERVICES FOR PRELIMINARY SURVEYS, STUDIES & REPORTS, DETAILED DESIGN, PC-I, BIDDING DOCUMENTS, EVALUATION OF BIDS, & TOP SUPERVISION FOR CONSTRUCTION OF HIGH-END LUXURY APARTMENTS, PLOT NO. 54, MAIN GULBERG, LAHORE.

1. This Invitation to Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) Proposals Enquiry No. *PRIMACO(EOBI)/Design & Supervision/ Plot No.54 Gulberg Lahore*, the subject Services/Procurement, which is planned to appear on Website of PRIMACO, PPRA and EPADS on 25th May 2026.
2. Pakistan Real Estate Investment and Management Company (Pvt) Ltd – PRIMACO on behalf of Employees' Old Age Benefits Institution - EOBI (Government of Pakistan) invites proposals to provide the following consultancy services: *Procurement of Consultancy Services for Preliminary Surveys, Studies & Reports, Detailed Design, PC-I, Bidding Documents, Evaluation of Bids, & Top Supervision for Construction of High-End Luxury Apartments, Plot No. 54, Main Gulberg, Lahore.*
3. This Request for Proposals (RFP) addresses to all eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.
4. The bidding shall be conducted in line with the Single Stage Two Envelope procedure of the Public Procurement Rules 2004 and **Quality and Cost Based Selection** method as envisaged under Public Procurement Rules and Regulations, or Instructions as indicated in Standard Bidding Document issued by the Authority (from time to time), and is open to all potential bidders through PPRA EPAD System (www.eprocure.gov.pk) .
5. The RFP includes the following documents:
   Section I – Invitation of Proposal (IFP).
   Section II – Instructions to Consultants.
   Section III – Proposal Data Sheet.
   Section III – Technical Proposal – Standard Forms.
   Section IV – Eligible Countries.
   Section V – Scope of Consultancy Services/ Terms of Reference (TOR).
   Section VII – Standard Forms of Contract, Conditions of Contract and Appendices.
   Section VIII– Financial Proposal – Standard Forms.
6. RFP documents containing detailed terms & conditions for the aforesaid Procurement may be downloaded from PPRA's website i.e. (www.ppra.org.pk), PRIMACO website (http://www.primaco.com.pk/tender.php) and also from PPRA's EPAD system (www.eprocure.gov.pk) free of Cost/Charges.
7. Consultants are required to submit their e-Bid (Technical proposals) through **PPRA EPAD System (www.eprocure.gov.pk)** as per following schedule: -

SCHEDULE FOR OPENING OF TECHNICAL PROPOSALS on PPRA / EPADS V2.00	
Pre-Bid Meeting	10th June 2026 at 1200 hours
e-Bids Submission Date & Time	22nd June 2026 at 1400 hours
e-Bids Opening Date & Time	22nd June 2026 at 1430 hours

8. Only those Bids of the Consultants will be considered which are submitted via EPAD System (www.eprocure.gov.pk). Bids submitted manually shall be rejected. The submitted Bids shall be opened at the following address by the Procuring Agency (EOBI through their agent PRIMACO) on EPADS in presence of those bidders who chose to attend the Bid Opening process.

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

Table of Contents

REQUEST FOR PROPOSALS (RFP) *(Technical & Financial Proposals)* 1
SECTION I: INVITATION FOR PROPOSALS (IFP) **2**
Table of Contents **3**
SECTION II: INSTRUCTIONS TO CONSULTANTS (ITC) **5**
SECTION III – PROPOSAL DATA SHEET **20**
Section – III Technical Proposal – Standard Forms **28**
Checklist of Required Forms **28**
Section IV. Eligible Countries 42
Section – V **43**
Scope of Consultancy Services/ **43**
Terms of Reference (TOR) **43**
Section VI **47**
Standard Form of Contract **47**
Form of Contract…… 48
General Conditions of the Contract 50
A. General Provisions 50
B. Commencement, Completion, Modification and Termination of Contract 53
C. Obligations of the Consultant 57
D. Consultant's Experts and Sub-Consultants 60
E. Obligations of the Procuring Agency 62
F. Payments to the Consultant 64
G. Fairness and Good Faith 66
H. Settlement of Disputes 67
SPECIAL CONDITIONS OF CONTRACT **68**
Appendices **74**
Appendix A…… 75
Terms of Reference…… 75
Appendix B…… 76
Key Experts…….. 76
Appendix C…… 77
Tendered Remuneration Cost 77
Appendix D…… 78
Tendered Reimbursable Cost 78

Appendix E……79
Deliverables……79
Appendix F……81
Services and Facilities to be provided by the Client ……81
Appendix G……82
Integrity Pact……82
Appendix H……83
Time Schedule……83
Appendix I……84
Payment Schedule……84
Form FIN-1: Financial Proposal Submission Form ……85
Form FIN-2 – Summary of Tendered Cost for Consultancy Services ……86
FIN-2A……86
FIN-2B……86
FORM FIN-2A – BID COST FOR REPORTS, STUDIES, PLANNING, DESIGNING & TOP SUPERVISION SERVICES ……87
Form FIN 3: Proposal Securing Declaration……92
Appendix J……93
List of Associates/ Sub- Consultant/ JV members etc. with Brief of Services ……93
Appendix K……94
Agreement between Consultant & Associate Consultants for the Consultancy for Construction of High-End Luxury Apartments, Plot No. 54, Main Gulberg, Lahore. ……94
Appendix L……95
Consultants' & Experts Affiliation……95
(PEC, PCATP & LDA) ……95
Appendix M……96
SITE PLAN……96
(Plot No. 54, Main Gulberg, Lahore) ……96

SECTION II: INSTRUCTIONS TO CONSULTANTS (ITC)

A – General Provisions

1. Definitions

1.1 Definition:

a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

b) "Applicable Law" means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.

c) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.

d) "Contract" means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

e) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

f) "Day" means a calendar day.

g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant, or Joint Venture member(s).

h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

i) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

j) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

k) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.

l) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

m) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

	n) "RFP" means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP. o) "Services" means the work to be performed by the Consultant pursuant to the Contract. p) "SRFP" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP. q) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract. r) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense. 2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority. 3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting Activities	i. <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related

	to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	ii. Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.
c. Conflicting relationships	iii. Relationship with the Procuring Agency's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent Practices	5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6. 5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
6. Eligible Consultants	6.1 The Procuring Agency permits consultants (Organizations, companies, and firms, including Joint Ventures, consortium) from all countries to offer consulting services for the project. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, consortium members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions	6.3 An organization or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.
b. Prohibitions	6.4 Organizations and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).
c. Restrictions for Public Employees	6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they i. are on leave of absence without pay, or have resigned or retired; ii. are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.); and iii. their hiring would not create a conflict of interest.
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposals	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.
10. Documents Comprising the Proposals	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet. 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.

11. Only One Proposal	11.1 The Consultant (including Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.
12. Proposal Validity	12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates, and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension.	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will

	remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services. 12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework. 12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive. 12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal. 12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon signing the contract with the Successful Consultant and furnishing the performance security. 12.14 Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration: (a) if the Consultant withdraws its Proposal, except as provided in **ITC 12.6** or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: (i) sign the contract, or (ii) furnish the required performance security.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below: i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

	ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals. 13.2 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals – Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: i. The Procuring Agency may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. ii. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**. iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
15. Technical Proposals Format and Content.	15.1 The Technical Proposal shall not include any information regarding the Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive. 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section VIII of the RFP. It shall list all costs associated with the assignment, including (a) Tendered lumpsum itemized cost of the listed items for the Project Management Services in Form FIN-2A (b) Tendered remuneration for Detailed Construction Supervision Experts on man-month basis in Form FIN-2B (c) Tendered reimbursable cost as stipulated in the Financial Proposal Form FIN-2C.
a. Taxes	16.2 The Consultant and its Sub-consultants and Experts etc. are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

b. Currency of Proposal	16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
c. Currency of Payment	16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal. 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment] ", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**." 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope

	shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]". 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.
a. Withdrawal of bids	17.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal. 17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal. 17.12 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.
18. Confidentiality	18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report. 18.2 Any attempt by consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.
19. Opening of Proposal (Technical Proposals)	19.1 The Procuring Agency will open all Proposal, in public, in the presence of consultant' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the **BDS**. The Consultant' representatives present shall sign a register as proof of their attendance.

	19.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening. 19.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. 19.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date. 19.5 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
20. Proposals Evaluation	20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal

	will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
22. Financial Proposals for QBS	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS Method)	23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time, and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice. 23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Contracts	24.1.1 If a contract form is included in the RFP, the Procuring Agency's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails, and the Procuring Agency's evaluation

	committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
25. Taxes	25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the in accordance with the instructions in the **Data Sheet**.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
27. Combined Quality and Cost Evaluation	
a. Quality and Cost based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 27.3 The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.
c.Least Cost Selection (LCS)	27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.
a. Availability of Key Experts	28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant. 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant,

	including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial Negotiations	28.6 There shall be no financial negotiations, however, it may include only the clarification of the Consultant's tax liability and how it should be reflected in the Contract.
29. Conclusion of Negotiations	29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Procuring Agency and the Consultant's authorized representative. 29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.
30. Award of Contract	30. Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and whose bid has been declared as Most Advantageous Bid, provided that such Consultant has been determined to be: a) eligible in accordance with the provisions of ITC 6; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any.
31. Grievance Redressal Mechanism	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending on the nature of the procurement. 31.1 Any party can file its written complaint against the eligibility parameters, or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

	31.2 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report. 31.3 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings. 31.4 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: 31.5 Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted. 31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt. 31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021". 31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal. 31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time. 31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal. 31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.
32. Mechanism of Blacklisting	32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder, or contractor who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and to iii. abide by the bid securing declaration. 32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or consultant; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or consultant from participating in any public procurement of the Procuring Agency; and (c) the statement,

	if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or consultant from participating in public procurements of all the procuring agencies. 32.3 The procuring agency shall give minimum of seven days to the bidder or consultant for submission of written reply of the show cause notice. 32.4 In case, the bidder or consultant fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or authorize representative of the bidder and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed. 32.5 In case the bidder submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder for personal hearing. 32.6 The Procuring Agency shall give minimum of seven days to the bidder for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder, if availed. 32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing. 32.8 The Procuring Agency shall communicate to the bidder or consultant the order of debarring the bidder from participating in any public procurement with a statement that the bidder or consultant may, within thirty days, prefer a representation against the order before the Authority. 32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders or consultants in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency. 32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition. 32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit. 32.12 The Authority on the basis of decision made by the committee either may debar a bidder or consultant from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III – PROPOSAL DATA SHEET

A. General Provisions	
ITC Clause Reference	
1.1	Following definitions are added. s) "Client/ Employer/ Owner" means the Procuring Agency with which the successful Consultant (procured in accordance with public procurement rules) signs the Contract for the Procurement of Consultancy Services for Preparation of Preliminary Reports, Detailed Design, PC-I, Bidding Documents, Evaluation of Bids, & Top Supervision for Construction of High-End Luxury Apartments, Plot No. 54, Main Gulberg, Lahore. t) "Government" means Government of Pakistan. u) "Third Party" means any person or entity other than Client, the Consultants or sub-consultant or Associate Consultant, Experts, Affiliate. v) "PEC" means Pakistan Engineering Council. w) "PCATP" means Pakistan Council of Architect & Town Planners. x) "LDA" means Lahore Development Authority. y) "Pre – Building Phase" means the period of carryout Preparation of Preliminary Reports, Detailed Design, PC-I, Bidding Documents, Evaluation of Bids, and Top Supervision for Construction of Construction of High-End Luxury Apartments, Plot No. 54, Main Gulberg, Lahore. z) "Building Phase / Construction Stage" means the period of Construction started from issuance of Notice to Commence by The Engineer to Contractors. The period of Detailed Construction Supervision of Construction Works spreads till issuance of Taking Over Certificate (TOC). aa) "Post - Building Phase" means the Maintenance/ Defects Liability Period (DLP) which starts from the issuance of Taking Over Certificate (TOC) till the Issuance of Defects Liability Certificate (DLC). During DLC, the removal of defects including punch list shall be completed. Preparation of Operations, Management & Maintenance SOPs until Defects Liability Certificate (DLC) to be issued by The Engineer in accordance with Construction Contracts and Completion Certificate of the building to be issued by local building control authority (LDA).
2.1	Name of Procuring Agency**: Pakistan Real Estate Investment & Management Company Pvt (Ltd). (PRIMACO)** *On behalf of* **Employees' Old Age Benefits Institution (EOBI).** Method of Selection: **Quality & Cost Based Selection (QCBS).** Financial Proposal: **Financial Proposal is to be submitted in separate envelope as per the PPRA Single Stage Two Envelope Bidding Procedure.** The name of the assignment is: **Procurement of Consultancy Services for Preliminary Surveys, Studies & Reports, Detailed Design, PC-I, Bidding Documents, Evaluation of Bids, & Top Supervision for Construction of High-End Luxury Apartments, Plot No. 54, Main Gulberg, Lahore.**
2.2	A pre-proposal conference/meeting will be held: **Yes.** Date of pre-proposal conference/ meeting: **10th June 2026** Time: **1200 hours.**

	Venue/ Address: **Board Room, 2nd Floor, PRIMACO Office, EOBI House, G-10/4, Islamabad.** **Telephone: 051-9108254-55** Contact person/conference coordinator: **HOD (P&C), PRIMACO.**
2.3	The procuring agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: 1) Building Plans, principally approved by DVC of LDA. 2) Hard copies of Architectural and Structural Drawings & Firefighting Drawings. 3) Available Engineer's Estimate. 4) Approved IEE Report. 5) Certificate of Possession.
4.1	N/A.
6.1	The following para is added to the Clause 6.1 of ITC. "The consultant shall also strictly comply to the Eligible Bidders (Tax Compliance) Regulations 2015, issued by PPRA" i.e. Consultant shall be active taxpayer as per list of FBR's database i.e. Active Taxpayers List (ATL) and shall be registered with Income Tax and Sales Tax Department for the consultancy services. The Consultant shall have respective PEC, PCATP and LDA licenses by the consultancy organizations and their professional experts, where applicable, regarding the solicited consultancy services (Organization shall have specialized codes of PEC for the solicited engineering designs consultancy services of all designs components of the Project and other solicited Areas of Services, where applicable). The Consultancy Organization shall not be blacklisted according to the relevant stipulations of PPRA. ***The participating bidders shall not be technically evaluated if this Eligibility Criteria (Eligible Consultants) is not met by them and declared "Non-Responsive Bidder".***
6.3	**A list of debarred firms and individuals is available at the PPRA website**: https://ppra.org.pk/
B. Preparation of Proposals	
9.1	The language of the Bid is "English". All correspondence shall be in "English".
10.1	The Proposal shall comprise the following: **<u>For Simplified Technical Proposal (STP):</u>** 1st Inner Envelop with the Technical Proposal: 1. Power of Attorney to sign the Proposal (JV/ association of members). 2. TECH-1. 3. TECH-1 Attachment. 4. TECH-2. i. TECH-2A. ii. TECH-2B. 5. TECH-3. 6. TECH-4. 7. TECH-5. 8. TECH-6. 9. TECH-7. 10. TECH-8. 11. TECH-9.

	Financial Proposal 2nd Inner Envelop shall comprise the following. 1) FIN-1. 2) FIN-2. i. FIN- 2A ii. FIN-2B 3) FIN-3.
10.2	Statement of Undertaking shall be provided in shape of Integrity Pact as specified by PPRA.
11.1	Participation of Sub-Consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible. **Yes.**
12.1	Proposals shall remain valid until **120 days** after the proposal submission deadline prescribed by the Procuring Agency.
13.1	Clarifications may be requested no later than 05 days prior to the submission deadline. The Contract information for requesting clarifications is: **HOD (P&C), 2nd Floor, PRIMACO Office, EOBI House, G-10/4, Islamabad. Telephone: 051-9108254-55, Email: am.contracts@primaco.com.pk**
14.1, 14.2 & 14.3	The content of ITC 14.1 and 14.2 are deleted in their entirety and replaced with following: 14.1 The cost for reports, studies, planning, designing & top supervision services specified in Form Fin-2A. 14.2 The cost of reimbursable items to be tendered on lumpsum basis for each item specified in Form FIN-2B.
15.2	The format of the Technical Proposal to be submitted is: "Simplified Technical Proposal". Submission of the Technical Proposal in the wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.2	A price adjustment provision is not applied to this contract. The price shall include all taxes applicable on consultancy services in Federal Capital Territory Islamabad Pakistan.
16.3	The price of consultancy services in the financial proposal shall be tendered in Pak Rupees only, by the bidders.
C. Submission, Opening and Evaluation	
17.1	The Consultant shall not have the option of submitting their proposals electronically.
17.4	The Consultant must submit: a) Technical Proposal: One Original copy to be uploaded on (EPADS V2.00) (www.ppra.gov.pk) b) Financial Proposal: One Original copy to be uploaded on (EPADS V2.00) (www.ppra.gov.pk)
17.7 and 17.9, 19.1	The Proposals must be submitted no later than: Date: **22nd June, 2026** Time: **1400 hours.** The Proposal submission will be carried out through PPRA (EPADS V2.00) (www.ppra.gov.pk)
19.5	An online option of the opening of the Technical Proposals is offered: **Via EPADS** **The opening of technical proposals shall take place at:** The Opening of Technical Proposals will be carried out through PPRA (EPADS V2.00) (www.ppra.gov.pk). Authorized Representatives may visit (if) wanted to witness the Bid Opening process at below address and Schedule i.e. Date and Time.

	HOD (P&C), 2nd Floor, PRIMACO Office, EOBI House, G-10/4, Islamabad. Telephone: 051-9108254-55 Date: **22nd June 2026.** Time: **1430 hours.**
19.6	N/A.
22.1 & 22.2	The clause-22 of ITC along with sub-clauses 22.1 and 22.2 are deleted in their entirety.
21.1	The evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the RFP, applying the evaluation criteria, sub criteria, and point/ marks system specified in the evaluation criteria. Each responsive Proposals will be given a technical score (St). **A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, or if its fails to fulfil Eligibility Criteria (Eligible Consultants) or if it fails to achieve the minimum technical score of 70 (seventy) out of 100 (hundred) Or fail to obtain minimum 50% marks in each section of main Technical Evaluation Criteria.** Information shall be provided on the relevant technical proposal standard forms related to all details and information solicited in the technical evaluation criteria and if needed additional information may be provided by the bidder relevant to technical evaluation criteria. 21.1.1 The technical proposal of the consultants/ bidders shall be evaluated on the basis of the following criteria. The total technical score is 100 (hundred). 1. Specific Experience of the Consultants/ bidders (20%) 20 marks. 03 Nos. Completed Similar Nature Projects within last 12 Years (70%) – 14 Marks. 01 No. ongoing similar nature project or 01 similar nature project completed within last 05 year (30%) – 06 Marks. **2.** Assignment Part of technical proposal of the Consultants/ bidders (30%) – 30 marks. i) Work Plan (30%) – 09 Marks. ii) Methodology (40%) – 12 Marks. iii) Project Organogram & Consultants Professional Affiliation (20%) – 06 Marks. iv) Presentation of the Technical Proposals (10%) – 03 Marks. **3.** Qualification & Competence of nominated Professionals/ Experts (50%) – 50 Marks. (1) Academic & General Qualification (30%) – 15 Marks. (2) Professional Experience related to Assignment or similar nature projects (60%) – 30 Marks. (3) Minimum Total Experience (10%) – 05 Marks. Substantial evidence is required i.e. performance certificate/ completion services certificate to other documents to claim the marks against the tendered projects to be satisfactorily completed and their nature is like the High-End Apartments/mix used development/ Commercial building projects. 21.1.1.1 Further categorization of Maximum Marks for 21.1.1(1)(a): **Specific Experience of the Consultants/ bidders for 03 completed similar nature projects within last 12 years** (14 marks).

Project No.	Project Name & Details	Completion Year of the Project	% Dist.	Max. marks	Detailed Design of all components of Projects (30%) 4.2 Marks	Top Supervision Services of all components of Project (20%) 2.8 Marks	Preparation of PC-I (20%) & Bidding Documents (10%) Total: 30% 4.2 Marks	Evaluation of Bids (20%) 5.6 marks
Project-1			60%	8.4	2.52	1.68	2.52	1.68
Project-2			30%	4.2	1.26	0.84	1.26	0.84
Project-3			10%	1.40	0.42	0.28	0.42	0.28

21.1.1.2 Further categorization of maximum marks for 21.1.1(1)(b): **Specific Experience of the Consultants for 01 on-going similar nature project or one completed similar nature project within last 05 years** (06 Marks).

Project Name with details	Date of Commencement of the Project or Completion Year.	% Dist.	Max Marks	Detailed Design of all components of Projects (30%) 1.8 Marks	Preparation of PC-I (20%) & Bidding Documents (10%) Total: 30% 1.8 Marks	Evaluation of Bids (20%) 1.2 marks	Top Supervision Services of all components of Project (20%) 1.2 Marks
		100	6.00	1.8	1.8	1.2	1.2

Similar nature project means **High-End Apartments/mix used development/ Commercial building projects having minimum floors B+G+7, with minimum construction area above 200,000 sq. ft.**

21.1.2 Assignment Part of the Technical Proposals of the Bidders/ Consultants having 30% weightage (30 marks) with following categorization.

21.1.2(i): **Work Plan/ Programme:** 30% of 30 marks (09 marks):
(a) Activity Schedule for the whole Assignment/TOR: 50% (4.5 marks)
(b) Team organization schedule for the whole Assignment/TOR: 25% (2.25 marks)
(c) Staff Duty Matrix for the whole Assignment/TOR: 25% (2.25 marks).

21.1.2(ii): **Methodology:** 40% of 30 marks (12 marks):
(a) Preliminary Reports and Surveys: 20% (2.4 marks)
(b) Project Detail Design: 30% (3.6 marks)
(c) Preparation of PC-I and Bidding Documents: 30% (3.6 marks)
(d) Top Supervision Services: 20% (2.4 marks)

21.1.2(iii): **Project Organogram & Consultant's Affiliation**: 20% of 30 marks (6 marks):
(a) Project Organogram – 30% (1.8 marks).
(b) Affiliation with PEC (Designs for all components of Project, Estimation of Cost, Top Supervision) – 70% (4.2 marks).

21.1.2(iv): **Presentation of the Technical Proposal**: 10% of 30 marks (3 marks):
(a) Clarity – 33.333% (1.0 mark).
(b) Conciseness – 33.333% (1.0 mark).
(c) Completeness – 33.333% (1.0 mark).

The bidders, who submitted proposals shall provide detailed presentation of their technical proposal to the committee of PRIMACO/EOBI and the committee having

authority to provide aforesaid mentioned marks based on their presentation on their technical proposals in line with aforesaid mentioned criteria.

The average marks to be provided to bidders, which will be evaluated based on the individual marks provided by the members of the committee to the bidders on their technical proposals.

21.1.3: **Qualification and Competence of the Key Professional nominated experts** for the assignment having total weightage of 50% (50 marks) with following categorization:

a) Academic & General Qualification of nominated experts – 30% (15 marks)
b) Professional experience of similar nature of nominated experts – 60% (30 marks).
c) Minimum Experience of nominated experts – 10% (05 marks).

(a)Academic & General Qualification of nominated experts – 30% (15 marks)
Basic Qualification/ Degree (specific discipline) – 80% of 15 marks (12 marks).
Masters/ post-graduation (specified discipline) – 10% of 15 marks (1.5 marks).
PhD (specified discipline) – 10% of 15 marks (1.5 marks).

Discipline of nominated expert	Minimum No. of Nominated Technical Experts	Basic Qualification Degree & Marks (12 marks)		Post Graduate Qualification (1.5 marks)		Doctorate Qualification (1.5 marks)	
(1) Team leader.	1	Bachelors (Civil)	2.0	Masters (Civil)	0.30	Ph.D.	0.30
(2) The Project Designs and Top Supervision Team	-	-	-	-	-	-	-
(a) Architect.	1	Bachelors (Arch)	1.0	Masters (Arch)	0.12	Ph.D.	0.12
(b) Structural Engineer	1	Bachelors (Civil)	1.0	Masters (Civil)	0.12	Ph.D.	0.12
(c) Plumbing Engineer	1	Bachelors (Mech)	1.0	Masters (Mech)	0.12	Ph.D.	0.12
(d) Electrical Engineer	1	Bachelors (Elect)	1.0	Masters (Elect)	0.12	Ph.D.	0.12
(e) HVAC Engineer	1	Bachelors (Mech)	1.0	Masters (Mech)	0.12	Ph.D.	0.12
(f) Lift Engineer	1	Bachelors (Mech)	1.0	Masters (Mech)	0.12	Ph.D.	0.12
(g) Landscape horticulture expert.	1	Bachelors (relevant discipline)	1.0	Masters (relevant discipline)	0.12	Ph.D.	0.12
(3) Planning Engineer.	1	Bachelors (Civil/ Elect/ Mech)	1.0	Masters (Civil/ Elect/ Mech)	0.12	Ph.D.	0.12
(4) Contracts Engineer.	1	Bachelors (Civil/ Elect/ Mech)	1.0	Masters (Civil/ Elect/ Mech)	0.12	Ph.D.	0.12

(b)Professional experience of nominated experts of similar nature – 60% (30 marks).
- Experience in 01 similar nature project at Lead position – 40% (12 marks).
- Experience in 01 similar nature project at Senior position – 40% (12 marks).
- Experience in 01 similar nature project at Junior position – 20% (6 marks).

Subject to;

(1)If an expert has experience of one similar nature project at Lead position then 100% marks will be allocated.
(2)if an expert has experience of one similar nature project at Senior position then 60% marks will be allocated.
(3)if an expert has experience of one similar nature project at Junior position then 20% marks will be allocated.

(c)Minimum Experience of nominated experts – 10% (05 marks).

Discipline of Expert	Minimum Qualification	Minimum Experience in similar nature building projects (Years)	Maximum Marks (Total: 05 marks)
(1)Team Leader/ The Engineer.	Bachelors (Civil)	30	0.8
(2)Top Supervision Team (incl.)	-	-	-
(a) Architect	Bachelors (Arch)	12	0.4
(b) Structural Engineer	Bachelors (Civil)	12	0.4
(c) Plumbing Engineer	Bachelors (Mech)	12	0.4
(d) Electrical Engineer	Bachelors (Elect)	12	0.4
(e) HVAC Engineer	Bachelors (Mech)	12	0.4
(f) Lift Engineer	Bachelors (Mech)	12	0.4
(i) Landscape Horticulture Expert	Bachelors (relevant Discipline)	12	0.4
(3) Planning Engineer	Bachelors (Civil/ Elect/ Mech)	10	0.4
(4) Contracts Engineer	Bachelors (Civil/ Elect/ Mech)	10	0.4

Subject to:
(1) Team Leader shall have Professional Engineer (PE) license from PEC.
(2) Architect shall have a valid PCATP .
(3) Structural engineer shall have a valid license from PEC.
(4) Electrical, Plumbing, HVAC and Lift Engineer shall have a valid license from PEC.
(5) Planning & Contract Engineer shall have a valid license from PEC.

The marks will be provided against the stipulated minimum experience or more. In case the experience is less than stipulated, no marks or zero marks will be provided.

23.1 An online option of the opening of the Financial Proposals is offered: **via PPRA EPADS V2.00**

25.1 For the purpose of the evaluation, the Procuring Agency will include: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services in the Procuring Agency's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Agency on behalf of the Consultant.

26.1	All bidders are required to quote the prices in Pak Rupees only. Therefore, all tendered prices are available in single currency which is Pak Rupees.
27.1 (QCBS only)	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest evaluated bid price, and "F" is the evaluated bid price of the proposal under consideration. **The weightages given to the Technical (T) and Financial (P) Proposals are**: **T%** = 80%, and **P%** = 20%. Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weightages (T = the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
D. Negotiation and Award	
28.1	Expected date and address for contract negotiation. Date: Date and time will be communicated through letter. Venue:2nd Floor, PRIMACO office, EOBI House, G-10/4, Islamabad.
30.1	The publication of the contract award information following the completion of the contract negotiation and contract signing will be done as following: The information will be published on the PPRA (EPADS V2.00) website about the award of contract to the bidder, whose bid is evaluated as most advantageous bid. www.ppra.org.pk.
30.1(c)	Expected date for the Commencement of the Services: Date: In the month of July 2026. Venue: Plot No. 54, Main Gulberg, Lahore

Section – III Technical Proposal – Standard Forms

Checklist of Required Forms

Form	Description	Tick (If submitted)
Power of Attorney	In case of a Joint Venture/ association of members, a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members. (Note: No pre-set format/ form).	
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If Proposal is submitted by a Joint Venture/ association of members, attach a letter of intent or a copy of an existing agreement.	
TECH-2	Consultant's Organization and Experience.	
TECH-2A	Consultant's Organization & Associate Consultants.	
TECH-2B	Consultant's Experience & Associate Consultant.	
TECH-3	Comments or Suggestions on the scope of consultancy services/ terms of reference and on Counterpart staff and facilities to be provided by the Client/ Employer. A: On the Scope of Consultancy Services. B: On the Counterpart Staff and Facilities.	
TECH-4	Description of Approach, Methodology and Work Plan for performing the assignment.	
TECH-5	Team Composition and Task Assignment (Staff Duty Matrix): Project Management Team & Detailed Construction Supervision Team.	
TECH-6	Curriculum vitae (CV)/ Profile of the Proposed Project Management & Detailed Construction Supervision Staff.	
TECH-7	Staffing Schedule: Project Management Team Staffing Schedule. Detailed Construction Team Staffing Schedule.	
TECH-8	Work/ Service Schedule: Work Schedule for Project Management Team Services. Work Schedule for Detailed Construction Team Services.	
TECH-9	Professional Experience of Project Management Team & Detailed Construction Supervision Team. Experience in similar nature projects.	

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Agency]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope".

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.

(b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year or mention period of validity in accordance with ITC 12.1]*.

(c) We have no conflict of interest in accordance with ITC 3.

(d) *[Note to Procuring Agency: Only if required in ITC10.2 (Data Sheet 10.2), include the following:* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.*]* In this regard, an integrity pact will be signed between Employer/ Client and Consultant upon the award of services/ works.

(e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than

those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _
Name and Title of Signatory: _
Name of Consultant (company's name or JV's name):
In the capacity of:

Address:
Contact information (phone and e-mail):

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

Form TECH-2 (Technical Proposal)

Consultant's Organization and Experience

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization & Associate Consultants

1. Provide here a brief description of the background and organization of Consultant's organization and Associate Consultants, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

3. **Include Specialized Code for the solicited consultancy services issued by Pakistan Engineering Council (PEC) to Consultant's Organization & Associate Consultants and include PEC and PCATP licenses for Consultant's Organization and Associate Consultants.**

4. Include any other licenses of the Architect and Structural Engineers for the respective designs under the whole Assignment (if required by Building Control Regularity Authority).

B - Consultant's Experience and Associate Consultant's Experience

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment and general assignments. Provide sufficient evidence for claiming the Experience*]
[*Use other pages, if required*]

Specific Experience of Consultants & Associate Consultants
(Minimum 03 Completed & 01 On-Going/ Completed, Similar Nature Specific Projects)

<table>
<tr><td colspan="2">Assignment name:</td><td>Approx. PC-I/PC- II Cost (in Pak Rs.):</td><td>Approx. Value of the Consultancy Services (Pak Rs.):</td></tr>
<tr><td>Country:
Location within country:</td><td>Name of Client:</td><td colspan="2">Duration of assignment (Months): _____ Months for Design Services & _____ Months for Top Supervision Services.</td></tr>
<tr><td colspan="2">Address & Contact Details of Client:</td><td colspan="2">Estimated Total No. of man-months of the assignment against the services:</td></tr>
<tr><td colspan="2">Services Provided by the Firm/ Company/ Consultant: A) Design for 1) Architecture, 2) Structure 3) Plumbing 4) Electrical, 5) HVAC, 6) Elevators, 7) Landscape horticulture 8) Building Management System B) Cost Estimation , Preparation of PC-I and Bidding Documents, C) Bid Evaluation D) Top Supervision Services.</td><td colspan="2">Approx. value of the services provided by your firm under the contract (in Pak Rs.):</td></tr>
<tr><td colspan="2">Start date (month/year):
Completion date (month/year):</td><td colspan="2">No. of professional staff-months provided by associated Consultants:</td></tr>
<tr><td colspan="2">Name of associated Consultants, if any:
And Services Provided by Associate Consultants.</td><td colspan="2">Name of Lead Professional Staff of your firm involves, and functions performed (indicate most significant profiles such as Team Leader, Project Design Team and Top Supervision Team.</td></tr>
<tr><td colspan="4">Narrative description of the Project:</td></tr>
<tr><td colspan="4">Description of actual services provided by your staff within the assignment:</td></tr>
<tr><td colspan="4">[Specific Experience/ Similar nature Projects (High-End Apartments / Mix Used Development of B+G+7 storeyed or above with minimum construction area above 200,000 Sq.ft.) of minimum 03 completed projects relevant to the assignment completed within last 12 years and minimum 01 on-going project or 01 completed project within last 2 years of similar nature. If on-going projects of similar nature is not listed then consultant may provide 01 completed similar projects within last 02 years relevant to assignment.</td></tr>
</table>

Complete Name of Firm's/ Company/ JV/ Association:

Form TECH-3 Comments and Suggestions on the Scope of Consultancy Servicers/ Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Scope of the Consultancy Services

[*Present and justify here any modifications or improvement to the Scope of Consultancy Services you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposals.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client]*.

FORM TECH-4
DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (use appropriate pages, inclusive of charts and diagrams) divided into the following chapters:*

a) Technical Approach, Service/ Work Plan and Methodology,
b) Provide Organization Chart/ Organogram of your company/ firm and organogram of the associates/ sub-consultants with Professional Affiliations.
c) Provide the proposed detailed Organogram for planning/ designing, approval of building plans including fire-fighting plans from LDA and Top construction supervision of Construction of High-End Luxury Apartments, Plot No. 54, Main Gulberg, Lahore (Project Organogram).

1) Technical Approach, Service/ Work Plan and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Services/ Work Plan activity of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed Service/ work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of Services and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Service/ Work Schedule of Form TECH-8

2) Organization Chart & Professional Affiliations: In this chapter you should provide Organogram showing and representing different divisions of your organization including associates/ sub-consultants and show the lead, Senior & Junior categories of hierarchy in organogram.

Professional Affiliation with Authorities & Organizations Nationally / internationally, especially PEC, PCATP etc.

3) Project Organogram: In this chapter you should provide the proposed detailed project organogram including communication flow/ chart for carrying out the complete scope of consultancy services as detailed in RFP in respect of High-End Apartments/mix used development/ Commercial building projects having minimum floors B+G+7, with minimum construction area above 200,000 sq. ft.

FORM TECH-5

COMPOSITION AND TASK ASSIGNMENTS (STAFF DUTY MATRIX)

FOR

PROJECT DESIGN TEAM & TOP SUPERVISION TEAM

Project Design Team & Top Supervision Team:							
Name of Expert (Staff)	Qualification of Expert (Staff)	PEC/ PCATP & LDA (if applicable) License No. or related affiliation.	Total Experience (Years)	Name of Company/ Firm/ JV/ Associates/ Sub-Consultants.	Area of Expertise/ Services	Position Assigned in this Assignment	Task Assigned in this Assignment

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF (PROJECT DESIGN & TOP SUPERVISION TEAM)

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Profession:** _____ **5. Years with Firm & Total Experience:**_____
6. **Date of Birth**: _____**7. Nationality**: _____
8. **Education**[*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
9. **Membership of Professional Associations**: _____
10. **Key Qualifications:** [Give an Outline of Staff Member's Experience and training in most pertinent to tasks on assignment, describe degree of responsibility held by staff member on relevant assignments and give dates and locations. use up to one page].

11. Detailed of Tasks Assigned on the Project:_____

12. Countries of Work Experience:
[*List countries where staff has worked in the last ten years*]:_____

13. Languages: (English, Urdu & Local Languages) [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

14. Specific Experience Related to the Assignment: Information required in detail.

i. **Experience in Lead Position (Minimum 01 Projects in detail).**

or

ii. **Experience in Similar Projects in Senior Projects (Minimum 01 Project in detail).**

or

iii. **Experience in Similar Projects in Junior Position (Minimum 01 Project in detail).**

[If the expert (staff) is working at Lead Position, there is no need to provide project details at senior and Junior Position and if the expert (staff) is working at senior position then there is no need to provide project details at junior position]

15. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [*Year*]: _____ To [*Year*]: _____

Employer/Client: _____

Positions held: _____

Projects Name, Details and Services Provided:

16. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7
PROJECT DESIGN TEAM & TOP SUPERVISION TEAM - STAFFING SCHEDULE[1]

S. No.	Name of Staff	Staff input (in the form of a bar chart)[2]													Total staff-month input		
		1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**N**	**Home**	**Field[3]**	**Total**
Consultant:																	
1		*Home*															
		Field															
2																	
3																	
N																	
											Subtotal						
Associate Consultant:																	
1		*Home*															
		Field															
2																	
N																	
											Subtotal						
											Total						

1. For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
3 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8
WORK SCHEDULE FOR PROJECT DESIGN TEAM & TOP SUPERVISION TEAM.

N	Activity*	Months**							
1									
2									
3									
4									
5									
N									

*Indicate all main activities of the assignment, incl. delivery of reports, and other benchmarks/ deliverables. For phase assignment indicate activities, delivery reports, and benchmarks separately for each phase assignment.
** Duration of activities shall be indicated in the form of a bar chart.
"N" indicates activity number.

FORM TECH-9

PROJECT DESIGN TEAM & TOP SUPERVISION TEAM EXPERIENCES IN SIMILAR NATURE PROJECTS.

S. No.	Expert Name	Name of similar nature Project	Client of the Project	No. of Floors of the Project	Total Construction Area of the Project	Position/ designation of expert	Status of Project (Completed or On-Going). Also mention Year of Commencement & Completion Year or on-going status.
Project Design Team:							
Top Supervision Team:							

Section IV. Eligible Countries

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

The organizations, professionals from the following countries are ineligible to participate in the procurement process:

1. India.
2. Israel.

Section – V

Scope of Consultancy Services/ Terms of Reference (TOR)

1. INTRODUCTION:

The Employer is Employees' Old Age Benefits Institution (EOBI) Government of Pakistan through their agent /executing agency Pakistan Real Estate Investment and Management Company (Pvt) Ltd (PRIMACO) for the Project management. PRIMACO intends to initiate, manage, procure, execute, monitor and control, preventative and corrective actions, the Stakeholder management etc. for the successful completion and operation of the Project.

The consultancy organizations / firms to be procured by the executing agency in accordance with Public Procurement Rules 2004, and Regulations 2010, and guidelines of Pakistan Engineering Council (PEC). The assignment is related to the procurement of consultancy services and planning and design for the construction of Construction of High-End Luxury Apartments at Plot No. 54, Main Gulberg, Lahore - (the Project).

The High-End Luxury Apartments Building having RCC frame structure which will be designed by the Pakistan Engineering Council licensed consultancy organization / firm for seismic zone II-A (Lahore region) according to the Pakistan Building Code (PBC), Fire Safety Provisions 2016, Energy Provisions 2011 and Accessibility Code of Pakistan 2006 and other related local and international codes and best industrial practices.

The cost consultancy services for planning and designing are based on the stipulated items in the Schedule of Prices against which Lumpsum cost to be bid by the Bidders, which includes the entire TOR of Planning and Designing Services. Please note that the cost of Consultancy Services for Planning and Designing shall not based on as a percentage of the Engineer's estimates or evaluated bid price of works to avoid any unnecessary increase in the cost of planning and designing consultancy services at the later stage.

2. PROJECTS – Scope of Services/ Terms of Reference (TOR) that are required but not limited to following:

i) The Consultant shall in performing the services use its best endeavours, professional Architectural and Engineering knowledge and practice, guidelines of Professional bodies, cultural environment of neighbourhood, modern technologies, Smart and Green Building with Eco friendly zero energy carbon neutral building, lesson learned from similar Projects/assignments, and identify those technical and economic solutions, which are most suited for the Project. The Consultants shall obtain all relevant information and data necessary to fulfil their obligations, codes of practice and byelaws for the time being in force by LDA and local laws applicable on the planning and designing of the Project.

ii) The Consultant shall prepare preliminary report, which includes the appropriate conversion of the plot for residential status to commercial from LDA, which fits to the current intended use, any additional F.A.R, the respective challan fees from LDA, optimum utilization of the Plot after conversion for the intended use and approximate construction cost of the Project. PRIMACO will provide the copy of property documents and other communications with the LDA. The Consultant shall be liable to present the preliminary report and its outcomes to various forums/Committees of PRIMACO and EOBI. The PRIMACO/EOBI will provide full assistance while the Consultant coordinating with LDA regarding the matter.

iii) The Consultant shall incorporate the observations, comments and recommendations of the Committees in the preliminary report and finally submit the updated report for the review and consideration of the Committees.

iv) Based on the approval preliminary report by PRIMACO subject to the clearance and approval from Competent Forums the Consultant shall commence the working on Designing Stage from the Preliminary Study Phase.
v) Preparation of detailed Programme of Work for complete planning and design services with high level deliverables, including approval of submission drawings with allied drawings (firefighting etc.) from LDA and all revision thereof for fulfilment of project requirements etc. with consent of Employer, completion of each phase of planning and designing etc.
vi) The Consultant shall describe the requisite designs of the building.
Assist in re-demarcation for the Construction of High-end Luxury Apartments Building on Plot No. 54, Main Gulberg, Lahore.
vii) Provide guidance to executing agency in value engineering during designing process of the Project.
viii) The Consultant shall ascertain and co-ordinate the requirements of all relevant authorities and departments in relation to the Project and subject to the approval of the Employer / Client / Owner, shall incorporate all such requirements into the design of the Project.
ix) Provide Preliminary drawings, Surveys i.e. Topographic Survey report, Geo technical Investigation Report, traffic Study report, Risk Assessment, Risk Analysis Report of the Project, Environmental Study Report, HVAC and Vertical Transportation Design Reports, and Height Clearance of Building from CAA as per requirements of the Project and relevant Controlling Authorities.
x) Prepare requisite Documents and reports as per required format for the approval of studies/Surveys from the relevant Controlling Authorities.
xi) Development of Detailed Concept Plans based on approved preliminary study and respective approval thereon after presentation of miscellaneous concept plans including miscellaneous elevations of building to Employer/Client.
xii) Preparation of initial Feasibility Report.
xiii) Preparation of Schematic Design based on approved Detailed Concept Plan.
xiv) Preparation of Submission Drawings in accordance with Bye Laws of Local Building Control Authority (LDA) and provide complete sets of requisite drawings etc. including other relevant documentation as per requirement for submission drawings required by LDA including firefighting drawings etc. for approval purpose and revisions thereof, according to requirements of LDA bye-laws.
xv) Conduct detailed Commercial Feasibility Study.
xvi) Preparation of Pre-Qualification Documents of Contractors / Constructors as per standards and guidelines of Pakistan Engineering Council and Public Procurement Regulatory Authority.
xvii) Preparation of Detailed Evaluation Report of Pre-Qualification applications of Contractors / Constructors.
xviii) Detail Planning and Designing for:

a. Prepare all relevant documents for approval of height clearance from CAA (Civil Aviation Authority), if required.
b. Presentation of submitted submission design in Deign Vetting Committee (DVC) of Local Building Control Authority to obtain principal approval from DVC including complete design / drawings and corrected drawings including requirements for presentation to DVC of LDA.
c. Follow the Complete procedure for the approval of submission buildings plans / drawings including firefighting plans / drawings from Local Building Control Authority (LDA) with respective departments and address their queries etc. and technical clarification in effective manner for timely approval of complete submission drawings from LDA.
d. Provide all necessary data and other requirements in hard and soft for 3rd Party vetting of structural design.
e. Environmental Impact Assessment (EIA) / Initial Environment Examination (IEE) and Traffic Management Study and their approval from relevant controlling authority.

f. Detailed Designing of Project for Architecture, Engineering and Interior Designing etc. based on not limited to following deliverables.

- Architecture Design
- Interiors and Furniture Design
- Structural Design
- Electrical Design
- Plumbing Design
- Fire Fighting Design
- HVAC Design
- Vertical Design
- IT Design
- Building Management System Design
- Traffic Entrance & Exit Design including Parking
- Building Maintenance Design
- Access Control System Design
- Parking System Design
- Photo Electric Cell System Design / Solar PV Power Plant Design
- Landscape and Horticulture Design.

xix) The building shall have best features of smart and green building designs. The building shall be Eco friendly zero energy carbon neutral building and energy efficient building designs.

xx) Other identified designs in preliminary design report.

xxi) Propose phases / packages of the project to executing agency for the solicitation of bids of works.

xxii) Preparation of bidding documents including BOQ, detailed Specifications, Conditions of Contract, Particular Conditions of Contract, Evaluation Criteria, Instruction to Bidders, Bidding Data, Appendices to Bid, Bidding Drawings based on standard Bidding Documents of Pakistan Engineering Council (PEC)/ notified by Public Procurement Regulatory Authority (PPRA).

xxiii) Preparation of Detailed Engineer's Estimate with detailed breakdown of each item rates supported by supplier's / manufacture's / vender's quotes / rates etc. based on latest market rates and on any indices or schedule rates applicable in the region, if appropriate, reasonable, just and feasible for the Project.

xxiv) Preparation of Detailed Evaluation Report of Bidding/Re-bidding process for the proposed packages of Works.

xxv) Assistance in preparation of Complete PC-I in all respects as per planning commission format.
Preparation of Scope of Works for the execution of design works, which is stipulated in respective Construction Packages.

xxvi) Checking, verification and recommendation of entire submittals, material approval sheets, RFI, Methodology for execution of activities/Works, issuance of IFC, checking, comments and approvals of Shop drawings, and approval of BBS, to The Engineer during the execution of Works.

xxvii) Designs of rainwater harvesting tanks, proper insulation, appropriate shades, proper access, access to handicaps, LED Lights, Gray water recycling process, geothermal ground source heat pumps etc.

xxviii) Designs for all connection including utility connections required for the building like sui-gas, water, sewerage, telephone, MATV & CAT, internet, electricity, solar geyser etc. with detailed designs.

xxix) Preparation of the Electrical Design Book and solicitation of the approval of Electrical Design Book from concerned Electrical Supply & Local Approval Authority.

xxx) The Consultancy organization firm shall as be requested by the Client / Employer from time to time, attend and participate in meetings held in relation to the project with key stakeholders and prepare minutes thereof, where required by Client including to attend meetings as necessary with the relevant authorities and departments in relation to the Project.

xxxi) Submission Monthly report which carries detailed instructions, comments, observations, suggestions, recommendations, and preventive and corrective measures/actions by the respective design engineers during the execution of respective Works under the packages.

xxxii) Any corrective measures/changes of designs by the consultants/respective designers, to be communicated forthwith to the Client/Employer if any with justified reasons.

xxxiii) All Consultancy Services regarding Top Supervision inspections, checking, verifications, approvals/dis-approvals of submittals and materials, corrective measures, issuance of Construction Drawings, review and approval/dis-approval of shop drawings, Design Review as per site conditions, verifications of Variation Orders (VO's), any technical specifications as per requirements, review the Method of Statements of activities, review and comments on the baseline Program and updated Programme of Works, verification of Testing and Commissioning of Equipment and Final Testing, verification of executed deliverables at handling/taking over of Works, Evaluation of approximate Construction time with rationales of deliverable and activities and its scheduling on P6 (Primavera software), etc.

xxxiv) Preparation of Bill of Quantities (BOQ's) as:

(i). Based on Schedule Rates as applicable in the Region & Non-Schedule items on the Market rates with detailed Rate Analysis supported by Vendor's Quotations and breakdown of Items.

(ii). Based on Market rates with detailed Rate Analysis supported by Vendor's Quotations and breakdown of Items.

(iii). Quantification of the BOQ shall be provided with detailed measurement sheets to be evaluated from the finalized detailed drawings.

Section VI
Standard Form of Contract

Project Name:

Contract No.

Between

Name of Procuring Agency

and

Name of the Consultant

Dated: _____

Form of Contract

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

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

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

WHEREAS

(a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Procuring Agency has funds from its own resources towards the cost of the Services to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the contract.

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract
   (b) The Special Conditions of Contract;
   (c) Appendices:

Appendix A: **Terms of Reference.**
Appendix B: **Key Experts.**
Appendix C: **Tendered Remuneration Cost.**
Appendix D: **Tendered Reimbursable Cost.**
Appendix E: **Deliverables.**
Appendix F: **Services and Facilities to be provided by the Client.**
Appendix G: **Integrity Pact.**
Appendix H: **Time Schedule.**
Appendix I: **Payment Schedule.**
Appendix J: **List of Associates/ Sub-Consultants/ JV Members with Services.**
Appendix K: **Agreement among Main Consultant & Associate/ Sub-Consultants/ JV Members.**
Appendix L: **Consultants' & Experts' Affiliations (PEC, PCATP, LDA).**

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; Appendix F; Appendix G; Appendix H; Appendix I; Appendix J; Appendix K and Appendix L. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

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

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

_____

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

_____

[Authorized Representative on behalf of a Joint Venture]

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

General Conditions of the Contract

A. General Provisions

1. Definitions

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

(a) **"Applicable Law"** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

(b) **Procuring Agency"** means:-

(c) any Ministry, Division, Department or any Office of the Federal Government;

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

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

(f) **"Consultant"** means a consulting firm, company or an organization or Joint Venture as the case may be;

(g) **"Contract"** means an agreement enforceable by law;

(h) **"Contractor"** means a firm, company or an organization who undertake to supply goods or works or services under works;

(i) **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

(j) **"Day"** means calendar day unless indicated otherwise.

(k) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

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

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

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

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

(p) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

(q) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

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

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

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

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

(v) **"Services"** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

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

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

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

2. Relationship between the Parties

1.

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

3. Law Governing Contract

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

4. Language

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language

unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Headings

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

6. Communications

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

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

7. Location

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

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Fraud and Corruption

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

10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of

a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.

10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.

10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.

Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the

Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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

17. Force Majeure

a. Definition

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

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

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

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

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

18. Suspension

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

19. Termination

19. 1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Agency

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

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

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

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49

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

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

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

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

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.

(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and

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

d. Cessation of Services

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

e. Payment upon Termination

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

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

a. Standard of Performance

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

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

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

b. Law Applicable to Services 2.

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

21. Conflict of Interests

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

a. Consultant Not to Benefit from Commissions, Discounts, etc.

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

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential

information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

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

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

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

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

26. Reporting Obligations

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

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

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The

Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

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

28. Equipment, Vehicles and Materials

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

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

29. Code of Conduct

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

D. Consultant's Experts and Sub-Consultants

30. Description of Services and Experts

30.1 The title, Scope of services, and experts with minimum qualification, to carry out the assignment are described in **Appendix A and Appendix-B.**

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Procuring Agency and agreed by the Procuring Agency in writing.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated cost for the services may be increased by agreement in writing between the Procuring

Agency and the Consultant on mutual agreement basis with detailed breakdowns.

31. Replacement of Key Experts

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

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

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

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

33. Removal of Experts or Sub-consultants

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

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

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

34. Replacement/ Removal of Experts – Impact on Payments

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

35. Working Hours, Overtime, Leave, etc.

35.1 Working hours and holidays for Experts are set forth in **SCC**.

35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as per consultant's organization policy, and the Consultant's remuneration shall be deemed to cover these items.

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

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

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

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

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.

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

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

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

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

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

37. Access to Project Site

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

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

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

39. Services, Facilities and Property of the Procuring Agency

39.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in **Appendix F.**

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

40. Counterpart Personnel

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

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

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

41. Payment Obligation

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

F. Payments to the Consultant

42. Ceiling Amount

42.1 The tendered cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable Cost).

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

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

43. Tendered Remuneration and Reimbursable Cost

43.1 The Procuring Agency shall pay to the Consultant (i) tendered remuneration that shall be determined on the basis of itemized lumpsum cost for project management services; and (ii) tendered monthly remuneration of the experts engaged for detailed construction supervision, after the date of commencing of Services or such other date as the Parties shall agree in writing; and (iii) tendered reimbursable cost that are actually and reasonably incurred and agreed by the Employer/ Client in writing in the performance of the Services.

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

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

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

Consultant's profit, and (iv) any other items if specified in the **SCC**.

43.5 Any prices/ rates specified for services, Experts not yet appointed shall be provisional, if not provided/ listed in the contract and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties

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

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

45. Currency of Payment

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

46. Mode of Billing and Payment

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

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

(b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **Appendix-I**, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 and Appendix-I, or any other period indicated in the **SCC**. Each invoice shall show tendered remuneration and reimbursable cost separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion

of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

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

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

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

47. Interest on Delayed Payments

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

G. Fairness and Good Faith

48. Good Faith

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

H. Settlement of Disputes

49. Amicable Settlement

49.1 Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

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

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

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1	**The Contract shall be construed in accordance with the laws of Pakistan.**
4.1	**The language is English**.
6.1 and 6.2	**The addresses are:** Procuring Agency : Employees' Old Age benefits Institution (EOBI) represented by Pakistan Real Estate Investment and Management Company (Pvt) Ltd (PRIMACO) *(a wholly owned subsidiary of EOBI, Government of Pakistan)* Ph.: 051-9108254-55 Attention: Head (Engineering). Consultant: Ph.: Attention:
8.1	If the Consultant consists only of one entity, "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. **The Lead Member on behalf of the JV is _____** _____ .
9.1	**The Authorized Representatives are:** **For the Procuring Agency: Head (Engineering);** **For the Consultant:**
11.1	**"N/A".**
12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be three months**.

13.1	**Commencement of Services:** **The number of days shall be 07 (Seven) days**. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement by the consultant.
14.1	**Expiration of Contract:** **The time schedule is provided under Appendix-H.** The Expiration of the Contract of Consultancy Services shall be made after the Defects Liability Period of the longest Work Package of Works.
21 b.	**The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** No
23.1	The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations: **"Limitation of the Consultant's Liability towards the Procuring Agency:** **(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency's property, shall not be liable to the Procuring Agency:** **(i) for any indirect or consequential loss or damage; and** **(ii)for any direct loss or damage that exceeds one times the total value of the Contract;** **(b) This limitation of liability shall not** **(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;** **(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law" of Pakistan.**
24.1	**The insurance coverage against the risks shall be as follows:** **(a) Professional liability insurance, with a minimum coverage of twice the contract price of the consultancy fee of the assignment and shall be valid after 3 years from the Completion of latest Design Services components or after 1 year from the issuance of DLC to the Contractor executing the longest package, whichever is earlier.**

27.2	The cost of license agreements of software's etc., if necessary/ any, shall be included by the consultant in their tendered prices and deemed to be included in the contract price of the assignment.
30.2 & 30.3	30.2 & 30.3 are deleted.
35.1	The holidays are those announced through gazette notifications, generally Sunday is termed as holiday. The working hours are 08 hours except food time etc.
36.1 (a) through (f)	The following sub-clauses are deleted in their entirety. Sub-clause 36.1 (a), 36.1 (b), 36.1 (c), 36.1 (e), 36.1 (f), 36.1 (f), 36.1 (g).
42.2	Payments are to be made in local currency only i.e. Pak Rupees. The ceiling in local currency is the Contract Price and Reimbursable Cost to Consultant.
43.3	Price adjustment on the remuneration of consultant does not apply.
44.1	The contract price of the assignment of the consultant shall include all taxes, duties, fees, levies, and other impositions imposed/ applicable under the applicable laws of the Federal Government. The consultant is responsible for all such taxes, duties, levies etc. and procuring agency shall deduct the taxes, duties, levies etc. from the payments made to consultant for the performance of the services under the contract as per applicable laws applicable in Capital Territory of Islamabad announced by the Federal Government.
44.2	Sub-Clause 44.2 is deleted in its entirety.
45.1	The currency of payment shall be Pakistan Rupees only.
46.1(a)	Sub-clause 46.1 (a) is deleted in its entirety.
46.1(e)	**The bank accounts** for local currency only (Bank account of the Consultant/ JV):
47.1	The interest rate is Nil.
49. **Amicable Settlement.**	**Following is added in the Clause-49:** **Dispute Resolution** i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14

	(fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of both parties. iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language. iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion, however both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute. v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider. **Arbitrator's fee:** The fee shall be specified in Pak Rupees, as determined by mutual consent, which shall be shared equally by both parties. **Appointing Authority for Arbitrator:** By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties. **Rules of procedure for arbitration proceedings:** Any dispute between the Authority and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including

	Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator. **Place of Arbitration and Award:** The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.
Clause-50	Following clause-50 is added in GCC/ SCC. **50. VARIATION ORDER:** 50.1 Such additional work which are required by Client to be done by the consultants and involving changes or variations from the original services/ works shall be made a formal part of the Contract Documents by means of variation order. Each variation order shall be approved by the competent Authority/Forum and accepted by the consultants after which it shall become an integral part of the contract document and shall include adequate identification of the contract, brief description of the changes statement of the price change (if any), extension of completion time (if any) and all attachments needed to fully explain nature of the variation, justifications and shall indicate the cumulative changes in the consultancy contract price.
Clause-51	Following clause51 is added in GCC/ SCC. **51. PAYMENT FOR THE ITEMS NOT INCLUDED:** 1. Any work required to be executed for the completion of the work and not considered or included in the contract shall be paid through Variation order as per the following: A- Extra Works/ Services: Extra work/ services shall not vitiate the Contract. The Consultants shall be bound to perform/ execute extra services/ works as directed by the client. The rate of extra services/ work to be mutually agreed between client & consultant. B- Ancillary items: All items of assignment required and not covered under the consultancy contract, and which are considered ancillary to the main assignment shall be done by the Consultants. The additional consultancy Charge/ fee for such services/ work is required to be paid to the consultants by the client on mutually agreed basis.
Clause-52	Following clause-52 is added in the GCC/ SCC. **52. Additional Cost of Project Management & Detailed Construction Supervision.** The itemized prices/ cost of additional services after expiry of the initial period is based on the same prorate basis or with mutual consent with

	rational basis, whereas the detailed construction supervision on the already quoted man-month rates of required technical staff at site with approval of the employer/ client in writing.
Clause-53	The following clause-53 is added in the GCC/ SCC. The consultant shall provide deliverables in accordance with Appendix-E.
Clause-54	The Consultant shall declare Beneficial Owners information in accordance with respective regulations vide S.R.O 592(I)/2022 regrading Declaration of Beneficial Owners' Information of Public Procurement Contract Awarded Regulations, 2022, if procurement contract worth Rs. 50 million and above.

Appendices

Appendix A – Terms of Reference.

Appendix B – Key Experts.

Appendix C – Tendered Remuneration Cost.

Appendix D – Tendered Reimbursable Cost.

Appendix E – Deliverables.

Appendix F – Services & facilities to be provided by the Client.

Appendix G – Integrity Pact.

Appendix H – Time Schedule.

Appendix I – Payment Schedule.

Appendix J – List of Associate Consultant/ Sub-Consultant/ JV members etc. with Services.

Appendix K – Agreement among Main Consultant & Associate/ Sub-Consultant/ JV members.

Appendix L – Consultants' & Experts' Affiliations (PEC, PCATP, LDA).

Appendix M – Site Plan of Plot No. 54, Main Gulberg, Lahore.

Appendix A

Terms of Reference

The TOR are detailed in Section VII (Terms of Reference) of the ITC in the RFP.

The appendix may include the final Terms of Reference (TOR) worked out by the Procuring Agency and the Consultant during the negotiation; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; procuring agency's input, including counterpart personnel assigned by the Procuring agency to work on the Consultant's team, specific tasks that require prior approval by the Procuring agency.

Appendix B

Key Experts

The following experts to be required for the Designs and Top Supervision Services:

Experts for Designs and Top Supervision Services**:**

S. No.	Discipline of Staff/ Expert	Minimum Qualification	Minimum Experience
1	Team Leader/ The Engineer.	Bachelor of Civil Engineering from HEC recognized University & Professional Engineer valid licence from PEC.	30 Years of post qualification experience with at least five projects of similar nature supervised as The Engineer/ Team Leader.
2	Design and Top Supervision Team:	-	-
2(a)	Architect	Bachelor of Architecture from HEC recognized University & valid license from PCATP & LDA in FY 2023-24.	12 Years of post qualification experience with at least three projects of similar nature supervised.
2(b)	Structural Engineer	Bachelor of Civil Engineering from HEC recognized University & Professional Engineer valid licence from PEC and LDA.	12 Years of post qualification experience with at least three projects of similar nature supervised.
2(c)	Plumbing Engineer	Bachelor of Mechanical Engineering from HEC recognized University & Professional Engineer valid licence from PEC.	12 Years of post qualification experience with at least three projects of similar nature supervised.
2(d)	Electrical Engineer	Bachelor of Electrical Engineering from HEC recognized University & Professional Engineer valid licence from PEC.	12 Years of post qualification experience with at least three projects of similar nature supervised.
2(d)	HVAC Engineer	Bachelor of Mechanical Engineering from HEC recognized University & Professional Engineer valid licence from PEC.	12 Years of post qualification experience with at least three projects of similar nature supervised.
2(e)	Lift Engineer	Bachelor of Mechanical Engineering from HEC recognized university & Professional Engineer valid licence from PEC.	12 Years of post qualification experience with at least three projects of similar nature supervised.
2(f)	Landscape Horticulture Engineer	Bachelors (relevant discipline)	12 Years of post qualification experience with at least three projects of similar nature supervised.
3	Planning Engineer	Bachelor of Civil/ Elect/ Mech Engineering from HEC recognized university & professional engineer valid license from PEC.	10 Years of post qualification experience with at least two projects of similar nature supervised.
4	Contracts Engineer	Bachelor of Civil/ Elect/ Mech Engineering from HEC recognized university & professional engineer valid license from PEC.	10 Years of post qualification experience with at least two projects of similar nature supervised. (In FIDIC based Contracts)

The table for the experts may be finalized at the Contract's negotiation.

Appendix C

Tendered Remuneration Cost

The table regrading tendered remuneration cost excluding tendered reimbursable cost will be inserted from Financial Proposal (Form FIN-2A).

Appendix D

Tendered Reimbursable Cost

The table regrading tendered reimbursable cost will be inserted from Financial Proposal (Form FIN-2B).

Appendix E

Deliverables

The Consultant shall Prepare, Manage & Co-ordinate, for providing the following deliverables to the Employer/Client in the number of copies specified below. The activities having deliverables not explicitly mentioned, shall be provided on appropriate sizes with nominal copies of such deliverables as per standard practice in construction industry in Pakistan.

Deliverable	**Scale**	**Size**	**Format**	**Required No of Copies (Hard + Soft)**
Complete Procurement Documents.	Suitable	A4 / A3/ A2/ A1/ A0	Soft & Hard	1 + 1 (for each package)
Detailed Evaluation Reports.	Suitable	A4	Soft & Hard	1 + 1 (for each package)
Designs, Drawings etc.	Suitable	A4 / A3/ A2/ A1/ A0	Soft & Hard	2 + 1 (for each package)
Performa's duly filled-in and signed by the relevant Building Control Regularity Authority, licensed Architect & Structural Engineer.	As Per Local Building Control Authority	As Per Local Building Control Authority	As Per Local Building Control Authority	As Per Local Building Control Authority + one Additional Copy for Employer/Client Records
Working/ Construction Drawings for Construction (IFC Drawings) and revisions if any.	Suitable	A2/ A1 / A0	Soft & Hard	5 + 2 (for each package)
As – Built Drawings and revisions if any.	Suitable	A1 / A0	Soft & Hard	10 + 2 (for each package)
As-built Completion Drawings for the Completion of Project relevant Building Control Regularity Authority and revisions if any.	As Per Local Building Control Authority	As Per Local Building Control Authority	As Per Local Building Control Authority	As Per Local Building Control Authority + one Additional Copy for Employer/Client Records
Monthly Progress Reports.	Suitable	A4/ A3	Soft & Hard	6 + 2 (for each package)
Bi-annually & Annual Progress Reports.	Suitable	A4/A3	Soft & Hard	6 + 2 (for each package)
Operations, Management & Maintenance SOP's.	Suitable	A4 / A3	Soft & Hard	As per requirement solicited in relevant construction package.
Electrical Design Booklet Submission.	Suitable	A4 / A3/ A2/ A1/ A0	Soft & Hard	As Per Local Electricity Control Authority + one Additional Copy for Employer/Client Records.
Accident / Incident Report.	Suitable	A4/A3 (As per requirement)	Soft & Hard	2 + 1

Any report required by SNGPL for sui-gas connection.	Suitable	As per requirement.	Soft & hard	As per requirement of SNGPL.
Other reports/ documents/ drawings as per RFP.	Suitable	As per requirements.	Soft & hard	As per requirement.
Interior Design, drawings, cost estimates, procurement documents etc.	Suitable	A4/ A3/ A2/ A1/ A0	Soft & hard	12 + 1 (for each package)
Water & Sewerage connection report (if any)	Suitable	A4/ A3/ A2/ A1	Soft & hard	2 + 1
Any other deliverable in shape of report/ documents/ designs/ drawings etc. as per scope of services of Project Management & Detailed Construction Supervision.	Suitable	As per requirement	Soft & hard	As per requirement

Interiors

1. Study of existing available interior partitions, workstations and furniture etc. at current High-End Apartments/mix used development/ Commercial building projects and related report. Strategy for using same in interior designs etc.
2. Capturing of requirement of High-End Apartments/mix used development/ Commercial building projects for the interior designs with detailed report.
3. Floor plan showing finishes, furniture, special items, etc.
4. Reflected ceiling plan showing lighting locations, bulkheads,
5. Elevations/ sections,
6. Renderings of key areas to show design intent, special elements, etc; renderings are to be standard quality, hand drawings/ perspectives.
7. Finish selections for floors, walls, ceilings; lighting selections for decorative ceiling, wall sconces, furniture, fabrics, curtains, etc.
8. Presentation to client for input and approval.
9. Final revisions shall be based on client feedback. Final package shall consist of Fully dimensioned plans, elevations, complete details of furniture, workstations, partition walls, half partition walls etc. All materials shall be notated/ identified on the plans and elevations with a corresponding specification booklet with samples of all proposed materials etc.
10. Cut sheets for proposed lighting, hardware, furniture, furnishings, curtains, artwork, etc.
11. Details of kitchen, pantry, toilets, and other required interiors etc.
12. Technical specifications and recommended manufacturers/venders of interior finishing materials etc.

Appendix F

Services and Facilities to be provided by the Client

NOT APPLICABLE

Appendix G

Integrity Pact

(As per format provided by the PPRA on their website www.ppra.org.pk)

Appendix H

Time Schedule

Effective Date of Commencement of Services:

The effective date of commencement of Services will be the date of issuance of Notice to Commence of Consultancy Services to the Consultants by the Employer/ Client for the solicited services.

Schedule of Services:

The Consultant shall communicate to the Client a schedule of services for their concurrence and the said finalized schedule shall be followed by the Consultants for provision of Consultancy Services. The Client, however, reserves the right to arrange the scheduled tasks in such manner & in consultation with the Consultants such that the deadline set for the completion of Services including their effectively and efficiently completion of tasks.

Project Design Services - (06 months)

1) Detailed Design Services: 06 Months.
2) Top Supervision Services: 30 Months

Top Supervision Services – (As per duration of Construction provided in PC-I):

The Top construction supervision services are considered upto the period of 30 months.

Appendix I

Payment Schedule

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal.

1. **FIN-1 Financial Proposal Submission Form.**
2. FIN-2 Summary of Tendered Costs for Consultancy Services:

i) FIN-2A Bid Cost for Reports, Studies, Planning, Designing & Top Supervision Services – (Form FIN-2A).

ii) FIN-2B Bid Reimbursement Costs – (Form FIN-2B).

3. **FIN-3 Proposal Securing Declaration.**

Form FIN-1: Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

M/s. [Name of bidder with associates' consultants] hereby offer to provide the consulting services for [*Insert title of assignment*] in accordance with the Request for Proposals (RFP) dated [*Insert Date*] and our Technical Proposal. Our Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]].

Our Financial Proposal shall be binding upon M/s. [name of bidder with associate consultants], up to expiration of the validity period of the Proposals, i.e. before the date indicated in the RFP.

M/s.[Name of bidder with associates' consultants] understand that PRIMACO/EOBI is not bound to accept any Proposal received but according to the procedure prescribed in the Request for Proposals (RFP) and Public Procurement Rules/ Regulations. PRIMACO/EOBI may solicit any clarification/ breakdown pertaining to the tendered financial cost including tendered reimbursement cost and any other discrepancy or matter related to the Financial Proposal.

We, M/s. [Name of bidder with associates' consultants] remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Tendered Cost of Financial proposal in Form FIN-2A, Form FIN-2B and FIN-2C.

Form FIN-2 – Summary of Tendered Cost for Consultancy Services

S. NO.	*DESCRIPTION*	*FORM NO.*	*TENDERED COST (IN PAK RUPEES ONLY)*	*TENDERED AMOUNT IN WORDS*
1	*Total Bid Cost for providing services under Form FIN-2A of the Project.*	***FIN-2A***	*RS.*	*RUPEES*
2	*Total Bid Cost for providing services under Form FIN-2B of the Project.*	***FIN-2B***	*RS.*	*RUPEES*
Total Bid Cost of Form FIN-2A & Form FIN-2B (FIN-2A + FIN-2B) of the Project.		***FIN-2A & FIN-2B***	*RS.*	*RUPEES*
3	*Add Sales tax on the Services stipulated at Form FIN-2A and Form FIN-2B for the Consultancy Services of the Project.*	-	*RS.*	*RUPEES*
TOTAL BID COST FOR COMPLETE CONSULTANCY SERVICES INCLUSIVE OF ENTIRE APPLICABLE TAXES, INCOME TAX, SALES TAX, ETC. OF THE PROJECT.			*RS.*	*RUPEES*

FORM FIN-2A – BID COST FOR REPORTS, STUDIES, PLANNING, DESIGNING & TOP SUPERVISION SERVICES

Sr.	***Description / Item***	***Bid Cost*** *(Pak Rs.)*	***Bid Costs (In Words) – Pak Rupees***
1	*Complete Bid Cost for the preliminary reports as stipulated in the Terms of Reference of the RFP, complete in all respect with all deliverables as per requirements of the designs of the project stipulated in the RFP with all applicable taxes except sales tax.*	*Rs.*	*Rupees*
2	*Complete Bid Cost for the Preliminary Studies as stipulated in the Terms of Reference of the RFP, complete in all respect with all deliverables as per requirements of the designs of the project stipulated in the RFP with all applicable taxes except sales tax.*	*Rs.*	*Rupees*
3	*Complete Bid Cost for Complete works for concept designs & with drawings as stipulated in the Terms of Reference of the RFP, complete in all respect with all deliverables as per requirements of the designs of the project stipulated in the RFP with all applicable taxes except sales tax.*	*Rs.*	*Rupees*
4	*Complete Bid Cost for Complete works for schematic designs & drawings as stipulated in the Terms of Reference of the RFP, complete in all respect with all deliverables as per requirements of the designs of the project stipulated in the RFP with all applicable taxes except sales tax.*	*Rs.*	*Rupees*
5	*Complete Bid Cost for Complete works for detailed designs & drawings as stipulated in the Terms of Reference of the RFP, complete in all respect with all deliverables as per requirements of the designs of the project stipulated in the RFP with all applicable taxes*	*Rs.*	*Rupees*
6	*Complete Bid Cost for preparation of procurement documents, Contract and Planning Engineer Services, etc., assistance in technical responses, contract documentations and assistance in procurement process/ bidding/ re-bidding, comprising but not limited to attending pre-bid meeting, preparation of technical responses and Minutes of Meeting, addendum/ corrigendum, attending opening of proposals etc. and minutes thereof, complete evaluation of applications (if any) and bids of the proposed packages of works, issuance of IFC drawings, in accordance with the stipulations of the RFP with all applicable taxes except sales tax.*	*Rs.*	*Rupees*

7	*Complete Bid Cost for Top Supervision Services, for the period of **30 months** during execution of works/ construction period, in accordance with the relevant stipulations of the Project Management Services in the RFP with all applicable taxes except sales tax.*	*Rs.*	*Rupees*
8	*Complete Bid Cost for Consultancy Services in respect of providing detailed project visitation reports, total three in numbers, by the respective designers of the project, on the executed designs and usage of the building by the occupants, highlighting the defects if any, after issuance of Taking Over Certificate (TOC) of the latest construction contract and during the defect's liability period as required by the Employer, with all applicable taxes except sales tax.*	*Rs.*	*Rupees*
9	*Complete Bid Cost for preparation and submission of complete drawings, reports including submission drawings with all allied requirements and technical support to the respective forms of the building control regulatory authority (LDA), with signature/ stamp etc. as required. Technical meetings with LDA on submission drawings, including any resubmission requirement, after appropriate changes thereon, if any. Presentation on submission drawings to Design Vetting Committee (DVC) of the Building Control Regulatory Authorities (LDA) with complete details, reports, presentation boards, electronic presentations, etc. with related requirements, for DVC and resubmission of drawings if proposed by DVC of LDA. Complete follow-up for entire approvals of complete building & other requisite plans from building control regulatory authority concerned department, and resubmission of corrected drawings if required. Complete assistance to be provided in obtaining approvals processes of submission drawings/ building plans from Building Control Regulatory Authority, complete in all respect as stipulated in the RFP with all applicable taxes except Sales Tax.*	*Rs.*	*Rupees*
10	*Complete Bid Cost for preparation and submission of Complete Electrical Design Book with relevant reports, loads, analysis, estimates, etc. as per complete requirements of LESCO including any revision and re-submission etc. if required by LESCO. To obtain approval (Challan for electrical connection of building) from LESCO based on submitted design book. The services shall also include follow-up process for the execution of respective works from LESCO after submission of challan by the Employer to obtain the LESCO connection for the Project with all applicable taxes except sales*	*Rs.*	*Rupees*

Total Tendered Cost for the Project Management Services detailed in Sr. No. 1, Sr. No. 2, Sr. No. 3, Sr. No. 4, Sr. No. 5, Sr. No. 6, Sr. No. 7, Sr. No. 8, Sr. No. 9, Sr. No. 10, in accordance with stipulations in RFP with entire applicable taxes, levies, duties, etc. except sales tax in Pak Rupees (1+2+3+4+5+6+7+8+9+10) – (Form FIN-2A).	*Rs.*	*Total Bid Cost in Words (Form FIN-2A):* *Rupees*

Important Note:

a) *The Services shall inclusive of all applicable taxes, income tax, etc. except Sales Tax, applicable in the region.*
b) *The commencement of each Services mentioned at Sr. No. 1, 2, 3, 4, 5, 6, 7,8, 9 & 10 to be notified by the Client/ Employer.*
c) *The payment of Services at Sr. No. 1, is payable upon 100% satisfactory completion of the complete and furnishing of complete reports or upon the agreed weightages of each agreed deliverables/ report during Negotiation for the award of services.*
d) *The payment of Services at Sr. No. 2, is payable upon 100% satisfactory completion of the complete and furnishing of complete studies or upon the agreed weightages of each agreed deliverables/ study during Negotiation for the award of services.*
e) *The payment of Services at Sr. No. 3, is payable upon 100% satisfactory completion and furnishing of complete agreed concept designs and drawings or upon the agreed weightages of each agreed deliverable of the concept designs during Negotiation for the award of services.*
f) *The payment of Services at Sr. No. 4, is payable upon 100% satisfactory completion and furnishing of complete agreed schematic designs and drawings or upon the agreed weightages of each agreed deliverable of the schematics designs during Negotiation for the award of services.*
g) *The payment of Services at Sr. No. 5, is payable upon 100% satisfactory completion and furnishing of complete detailed designs and drawings or upon the agreed weightages of each agreed deliverable of the detailed designs during Negotiation for the award of services.*
h) *The payment of Services at Sr. No. 6, is payable upon the completion of procurement process and award of each proposed work/ construction package of the project. The respective total bid cost is proportionally divided among the proposed work/ construction packages according to the estimated price of each work/ construction package of the project.*
i) *The payment of Services at Sr. No. 7, is payable on monthly basis for the period in which such services will be provided by the consultant. The payable monthly remuneration during construction period is calculated by dividing the respective Bid Cost at Sr. No. 7 with 30 months.*
j) *The payment of Services at Sr. No. 8, is payable upon the furnishing of requisite visitation report during defects liability period, signed by each respective designs consultant/ Engineer/ Architect/ Interior Designer. The respective total Bid Cost is equally divided by number Three (03) and then arrived amount is payable upon satisfactory furnishing of requisite report signed by each designer after detailed project visitation. The total number of reports are three, to be furnished after the detailed site visitation during defects liability period. The total site visitation by the respective designers is also three in respect of preparation of detailed reports.*
k) *The payment of Services at Sr. No. 9, is payable upon (i) 50% upon the principal approval of building plans from DVC of LDA and (ii) remaining payment upon the satisfactory approval of entire building plans and requisite approvals from LDA.*
l) *The payment of services at Sr. No. 10, is payable upon (i) 70% upon the issuance of challan by LESCO for the LSECO electrical connection at project (ii) remaining payment upon the successful electrical connection provided by the operation team of LESCO at the Project. The preparation of the electrical design book shall be prepared and submitted within 60 days after the instructions issued by the Client/ Employer for the respective services.*
m) *The above Important Notes are only appliable for Form FIN-2A only.*



FORM FIN-2B – BID REIMBURSEMENT COSTS
(COMMENCEMENT OF SERVICES REQUIRE EMPLOYER'S APPROVAL)

Sr.	***Reimbursement Item***	***Bid Reimbursement Costs*** *(Pak Rs.)*	***Bid Reimbursement Cost (In Words) – Pak Rupees***
1	*Complete Bid Cost for Complete Model of Project (Buildings), if required by Employer for the project with all applicable taxes except sales tax.*	*Rs.*	*Rupees*
2	*Complete Bid Cost for High End Interior Designing Services including concept, schematic and detailed designs & drawings, Bill of Quantities, procurement documents, cost estimates, assistance in technical aspects in bidding process for procurement of works, attend pre-bid meetings and prepare minutes, technical clarifications and responses, etc. including Top Supervision Services during the execution of interior design works for the Project with all applicable taxes except sales tax.*	*Rs.*	*Rupees*
3	*Complete Bid cost for providing professional liability of the consultants as stipulated in the RFP in line with public procurement regulations 2010 from the insurance company operating in Pakistan having minimum "A" rating on JCR/ PACRA as per latest document of State Bank of Pakistan for the amount & period as stipulated in the public procurement rules and regulations with all applicable taxes except sales tax.*	*Rs.*	*Rupees*
	Total Bid Reimbursement Cost with entire applicable Taxes like Income Tax, etc. except Sales Tax (Rs.)		*Rupees*

IMPORTANT NOTE:

a) Item at Sr. No. 1: Minimum Three quotations/ quotes of each Works/ Services shall Be Provided with Breakdown of the Reimbursement Cost, if outsourced by the Consultants.

b) Payment is made after the satisfactorily completion of the model of the project of item at Sr. No. 1 above, subject to approval of the Client.

c) The entire tendered cost at Sr. No. 1 shall include all applicable taxes except Sales Tax, applicable in respective region of the project.

d) You may require attaching detailed breakdown of each tendered cost as annexure and attached to financial proposal only, where breakdown solicited.

e) The payment of interior design & top supervision services at Sr. No. 2, payable (i) 50% upon completion of the interior designing with detailed drawings, BoQ, procurement documents, Cost Estimates etc. and (ii) Balance payment will be payable on monthly instalments during the top supervision services for the execution of interior design works spread over the estimated execution duration of interior design works proposed by the consultant.

f) The payment of professional liability of consultant at Sr. No. 3, payable, after providing the requisite insurance from the insurance company having minimum "A" rating on JCR/ PACRA from the latest list/ document issued by State Bank of Pakistan and satisfactorily confirmation of the insurance bond of professional liability from the issuer by Employer/ Client.

g) The Services under Bid Reimbursement cost shall only be commenced after approvals of Client/ Employer in writing only.

h) These important notes are applicable only for the Form FIN-2B.

Form FIN 3: Proposal Securing Declaration

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

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

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

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

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

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

We understand this Proposal Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

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

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

Duly authorized to sign the Proposal for and on behalf of: *[insert **complete name of Service Providers**]*

3. Dated on _____ day of _____, _____ *[insert **date of signing**]*
Corporate Seal (where appropria

Appendix J

List of Associates/ Sub- Consultant/ JV members etc. with Brief of Services

Appendix K

Agreement between Consultant & Associate Consultants for the Consultancy for Construction of High-End Luxury Apartments, Plot No. 54, Main Gulberg, Lahore.

Appendix L

Consultants' & Experts Affiliation

(PEC, PCATP & LDA)

The table showing the affiliations of the consultants and their experts from PEC, PCATP to be inserted including PEC specialized Codes of Services available for the Consultants.

Appendix M

SITE PLAN

(Plot No. 54, Main Gulberg, Lahore)



Site Area: 53,163 SFT (12.05 K)

Distances from Urban Facilities - Table-2

From Airport			
Airport	to	54 Gulberg	25 Min (14.5 Km)
From Hospitals			
Doctors Hospital	to	54 Gulberg	19 Min (11 Km)
Punjab Institute of Cardiology	to	54 Gulberg	07 Min (2.7 Km)
Shaukat Khan Hospital	to	54 Gulberg	31 Min (15.9 Km)
From hotels			
Avari Hotel	to	54 Gulberg	11 Min (5.9 Km)
Pear Continental Hotel	to	54 Gulberg	09 Min (5.1 Km)
From Commercial areas			
Liberty Market	to	54 Gulberg	10 Min (3.8 Km)
Panorama Center	to	54 Gulberg	14 Min (6 Km)
From Historic places			
Minar e Pakistan	to	54 Gulberg	10 Min (3.8 Km)
Lahore Museum	to	54 Gulberg	18 Min (7.7 Km)

Residential areas in 10km radius - Table-3

• DHA • Gulberg • PCHS • Cavalry Ground • G.O.R • Saddar	• Johar Town • Muslim Town • Gulshan e Ravi • Anarkali • Eden City • Chah Miran


PARK
SITE
N