PAKISTAN REAL ESTATE INVESTMENT
& MANAGEMENT COMPANY (PVT) LTD

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

BIDDING DOCUMENTS

Group Health Insurance of PRIMACO Employees

(Single Stage - One Envelop Procedure)

(National Competitive Bidding)

Tender Enquiry No: PRIMACO/P&C/Group Health Insurance/14/01/2026

October 2026

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

SECTION I: INVITATION TO BIDS

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

Subject of Procurement: **Group Health Insurance of PRIMACO Employees**

1. This Invitation to Bids follows the Procurement Notice (PN) or Procurement Advertisement (PA) *Tender Enquiry No: PRIMACO/P&C/Group Health Insurance/14/01/2026* for the subject Services/Procurement, which is planned to appear on Website of PRIMACO & PPRA and vide PPRA EPADS V2.00 on **22nd October 2026.**

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

3. Pakistan Real Estate Investment & Management Company (Pvt) Ltd - PRIMACO on behalf of EOBI (Government of Pakistan) now invites **e-bids** from interested and eligible bidders for subject procurement. The bidding shall be conducted in line with the ***Single Stage One Envelope*** procedure of the Public Procurement Rules 2026 and ***Least Cost Selection*** method as envisaged under Public Procurement Rules and Regulations, or Instructions as indicated in Standard Bidding Document issued by the Authority (from time to time), and is open to all potential bidders through PPRA EPAD V2.00 System (www.epads.gov.pk).

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

5. The bidding shall be conducted in line with the Single Stage One Envelope procedure of the Public Procurement Rules 2026 and Least Cost Selection method as envisaged under Public Procurement Rules and Regulations, or Instructions as indicated in Standard Bidding Document issued by the Authority (from time to time), and is open to all potential bidders through PPRA EPADS V2.00 System (www.epads.gov.pk).

6. Bidding document containing detailed terms & conditions for the aforesaid Procurement may be downloaded from PPRA's website i.e. (www.ppra.org.pk), PRIMACO website (http://www.primaco.com.pk/tender.php) and also from PPRA's EPAD V2.00 system (www.epads.gov.pk), at a Tender Fee of **Rs. 5,000/-** (Non-Refundable) and Bid Security of **Rs. 300,000/-** (Refundable) in shape of Bank Draft / Pay Order / Bank Guarantee (as per prescribed format) in favor of PRIMACO Islamabad (NTN:2795350-5) at below footer stated address before the Bid Submission date and time. Late delivered Bid Security and Tender Fee will lead to Non-Responsive of the Bid and scanned Copy of the same shall be attached with Bid to be uploaded on PPRA/EPADS V2.00 (www.epads.gov.pk).

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

e-Bids Submission Date & Time	05th November 2026 at 1100 hours
e-Bids Opening Date & Time	05th November 2026 at 1130 hours

8. Substance of the Bid will be considered which are submitted via PPRA/EPAD V2.00 System (www.epads.gov.pk). In case Government announces any public holiday, Bids through PPRA/EPADS V2.00 system will be publicly opened/decrypted on next working day on same time at footer stated address in the presence of the participating companies/ their authorized representatives, who may choose to be present.

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

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

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SECTION II: INSTRUCTION TO BIDDERS (ITBs)

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

A. Introduction		
1. Scope of Bid	1.1	The Procuring Agency (PA), as indicated in the **Bid Data Sheet** (BDS) invites Bids for the provision of Services as specified in the BDS and **Section V – Schedule of Requirements/ToR**. The successful Bidders will be expected to deliver the Services within the specified period and timeline(s) as stated in the **BDS**.
2. Source of Funds	2.1	Source of funds is referred in Clause-2 of Invitation for Bids.
3. Eligible Bidders	3.1	A Bidder may be natural person, company or firm or public or semi-public agency of Pakistan or any foreign country, or any combination of them with a formal existing agreement (on Judicial Papers) in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. *(The limit on the number of members of JV or Consortium or Association may be prescribed in BDS, in accordance with the guidelines issued by the PPRA).*
	3.2	The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
	3.3	Verifiable copy of the agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid.
	3.4	Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated (or post qualified if required) with respect to its contribution only, and the responsibilities of each party shall not be substantially altered

		without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
	3.5	The invitation for Bids is open to all prospective Service Provider, firms or authorized agents/dealers subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
	3.6	Foreign Bidders must be locally registered with the appropriate national incorporating body or the statutory body, before participating in the national/international competitive tendering with the exception of such procurements made by the foreign missions of Pakistan. For such purpose the bidder must have to initiate the registration process before the bid submission and the necessary evidence shall be submitted to the procuring agency along with their bid, however, the final award will be subject to the complete registration process.
	3.7	*A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified.* A Bidders may be considered to have a conflict of interest with one or more parties in this Bidding process, if they: a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design specifications and other documents to be used for the procurement of the Services to be purchased under this Invitation for Bids. b) have controlling shareholders in common; or c) receive or have received any direct or indirect subsidy from any of them; or d) have the same legal representative for purposes of this Bid; or e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or f) Submit more than one Bid in this Bidding process.
	3.8	A Bidder may be ineligible if – (a) he is declared bankrupt or, in the case of company or firm, insolvent; (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting (in accordance with the national laws) in the total or partial loss of the right to administer and dispose of its property; (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the

		property; (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct; (e) the Bidder is blacklisted and hence debarred due to involvement in corrupt and fraudulent practices, or performance failure or due to breach of bid securing declaration. (f) The firm, Service Provider and SERVICE PROVIDER is blacklisted or debarred by a foreign country, international organization, or other foreign institutions for the period defined by them.
	3.9	Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
	3.10	Bidders shall provide such evidence of their continued eligibility to the satisfaction of the Procuring Agency, as the Procuring Agency shall reasonably request.
	3.11	Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to the more than ten (10) percent of the Bid price is envisaged.
4. Eligible Services and Related supplementary Services	4.1	All Services and related supplementary services to be rendered under the contract shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such Services and services. For purpose of this Bid, ineligible countries are stated in the section-4 titled as "Eligible Countries".
	4.2	For purposes of this Clause, "origin" means the place where the Services are mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, procession, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components or the place from where the related services are/to be rendered.
	4.3	The nationality of the Service Provider that supplies, assembles, distributes, or sells the Services and services shall not determine the origin of the Services.
	4.4	To establish the eligibility of the Services and the related services, Bidders shall fill the country of origin declarations included in the Form of Bid.
	4.5	If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the firm of the Services to deliver in Pakistan (or in respective country in case of procurement by the Pakistani Missions abroad), the Services indicated in its Bid.
5. One Bid per Bidder	5.1	A bidder shall submit only one Bid, in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
	5.2	No bidder can be a sub-SERVICE PROVIDER while submitting a Bid individually or as a member of a joint venture in the same

		Bidding process.
	5.3	A person or a firm cannot be a sub-SERVICE PROVIDER with more than one bidder in the same bidding process.
6. Cost of Bidding	6.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. Bidding Documents		
7. Contents of Bidding Documents	7.1	The Services required, bidding procedures, and terms and conditions of the contract are prescribed in the Bidding Documents. In addition to the Invitation to Bids, the Bidding Documents which should be read in conjunction with any addenda issued in accordance with ITB 9.2 include: **Section I -** Invitation to Bids **Section II** - Instructions to Bidders (ITBs) **Section III** - Bid Data Sheet (BDS) **Section IV** - Eligible Countries **Section V** - Schedule of Requirements/ToR **Section VI** – Standard Form (Response Schedules) **Section VII** - General Conditions of Contract (GCC) **Section VIII** - Special Conditions of Contract (SCC) **Section IX** - Contract Forms
	7.2	The number of copies to be completed and returned with the Bid is specified in the BDS.
	7.4	The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or the signed pdf version from downloaded from the website of the Procuring Agency. However, Procuring Agency shall place both the pdf and same editable version to facilitate the bidder for filling the forms.
	7.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of his Bid.
8. Clarification of Bidding Documents	8.1	A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the BDS.
	8.2	The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than three (03) days prior to the deadline for the submission of Bids as prescribed in **ITB 23.1.** However, this clause shall not apply in case of alternate methods of Procurement.
	8.3	Copies of the Procuring Agency's response will be forwarded to

		all identified Prospective Bidders through an identified source of communication, including a description of the inquiry, but without identifying its source. In case of downloading of the Bidding Documents from the website of PA, the response of all such queries will also be available on the same link available at the website.
	8.4	Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 9**.
	8.5	If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
	8.6	Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to **ITB 9**. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
9. Amendment of Bidding Document	9.1	Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
	9.2	Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents pursuant to **ITB 7.1** and shall be communicated in writing or in any identified electronic form that provide record of the content of communication to all the bidders who have obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the Addendum at the Procuring Agency's web page identified in the BDS: Provided that the bidder who had either already submitted their bid or handed over the bid to the courier prior to the issuance of any such addendum shall have the right to withdraw his already filed bid and submit the revised bid prior to the original or extended bid submission deadline.
	9.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids:

		Provided that the Procuring Agency shall extend the deadline for submission of Bid, if such an addendum is issued within last three (03) days of the Bid submission deadline.
C. Preparation of Bids		
10. Language of Bid	10.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the English language unless specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in the English language unless specified in the BDS, in which case, for purposes of interpretation of the Bidder, the translation shall govern.
11. Documents and Sample(s) Constituting the Bid	11.1	11.1 The Bid prepared by the Bidder shall constitute the following components: - **a)** Form of Bid and Bid Prices completed in accordance with **ITB 14** and **15**; **b)** Details of the Sample(s) where applicable and requested in the **BDS**. **c)** Documentary evidence established in accordance with **ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process; **d)** Documentary evidence established in accordance with **ITB 13.3(a)** that the Bidder has been authorized by the firm to deliver the Services into Pakistan, where required; **e)** Documentary evidence established in accordance with **ITB 12** that the Services and related supplementary services to be rendered by the Bidder are eligible Services and services, and conform to the Bidding Documents; **f)** Bid security or Bid Securing Declaration furnished in accordance with **ITB 18**; **g)** Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid; and **h)** Any other document required in the **BDS**.
	11.2	Where a sample(s) is required by a procuring agency, the sample shall be: a) submitted as part of the bid, in the quantities, dimensions and other details requested in the BDS; b) carriage paid; c) received on, or before, the closing time and date for the submission of bids; and d) evaluated to determine compliance with all characteristics listed in the BDS.
	11.3	The Procuring Agency shall retain the sample(s) of the successful Bidder. A Procuring Agency shall reject the Bid if the sample(s)- a) do(es) not conform to all characteristics prescribed in the bidding documents; and

		b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
	11.4	Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the Services being Bided for, and that competition shall not thereby be limited to the extent of that article only.
	11.5	Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
	11.6	All samples produced from materials belonging to an unsuccessful Bidder shall be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
12. Documents Establishing Eligibility of Services and Related Services and Conformity to Bidding Documents	12.1	Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all Services and related supplementary services which the Bidder proposes to render.
	12.2	The documentary evidence of the eligibility of the Services and related services shall consist of a statement in the Price Schedule of the country of origin of the Services and related services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
	12.3	The documentary evidence of conformity of the Services and related services to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of: a) a detailed description of the essential technical specifications and performance characteristics of the Services; b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness of the Services and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications; c) any other procurement specific documentation requirement as stated in the BDS.
	12.4	The Bidder shall also furnish a list giving full particulars, including available sources and current prices of Services, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Services during the period **specified in the BDS** following commencement of the use of the Services by the Procuring Agency.
	12.5	For purposes of the commentary to be furnished pursuant to **ITB 12.3(c)** above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring

		Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
	12.6	The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.
13. Documents Establishing Eligibility and Qualification of the Bidder	13.1	Pursuant to **ITB 11**, the Bidder shall furnish, as part of its Bid, all those documents establishing the Bidder's eligibility to participate in the bidding process and/or its qualification to perform the contract if its Bid is accepted.
	13.2	The documentary evidence of the Bidder's eligibility to Bid shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its bid, is from an eligible country as defined in Section 4 titled as **"Eligible Countries"**.
	13.3	The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall establish to the satisfaction of Procuring Agency that: a) in the case of a Bidder offering to deliver Services under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the Services' Firm or producer to deliver the Services in Pakistan; b) the Bidder has the financial, technical, and supply/production capability necessary to perform the Contract, meets the **qualification criteria specified in BDS**. c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
14. Form of Bid	14.1	The Bidder shall fill the Form of Bid furnished in the Bidding Documents. The Bid Form must be completed without any alterations to its format and no substitute shall be accepted.
15. Bid Prices	15.1	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform to the requirements specified below in ITB Clause 15 or exclusively mentioned hereafter in the bidding documents.
	15.2	All items in the Statement of Work must be listed and priced separately in the Price Schedule(s). If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
	15.3	Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive bidder(s) shall be construed to be the price of those missing item(s):

		Provided that: a) where there is only one (substantially) responsive bidder, or b) where there is provision for alternate proposals and the respective items are not listed in the other bids, the procuring agency may fix the price of missing items in accordance with market survey, and the same shall be considered as final price.
	15.4	The Bid price to be quoted in the Form of Bid in accordance with **ITB 15.1** shall be the total price of the Bid, excluding any discounts offered.
	15.5	The Bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total Bid price of the Services it proposes to deliver under the contract.
	15.6	Prices proposed on the Price Schedule for Services and related services shall be disaggregated, where appropriate as indicated in this Clause. This desegregation shall be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency. This, shall not in any way limit the Procuring Agency's right to contract on any of the terms and conditions offered: - ***a) For Services: -*** i. the price of the Services, quoted as per applicable INCOTERMS as specified in the BDS ii. all customs duties, sales tax, and other taxes applicable on Services or on the components and raw materials used in their manufacture or assembly, if the contract is awarded to the Bidder, and ***b) For Related Services*** i. The price of the related services, and ii. All customs duties, sales tax and other taxes applicable in Pakistan, paid or payable, on the related services, if the contract is awarded to the Bidder.
	15.7	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and shall be rejected, pursuant to ITB 28.
	15.8	If so indicated in the Invitation to Bids and Instructions to Bidders, that Bids are being invited for individual contracts (Lots) or for any combination of contracts (packages), Bidders wishing to offer any price reduction for the award of more than one contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual contracts (Lots) within a package.
16. Bid Currencies	16.1	Prices shall be quoted in the following currencies: a) For Services and services that the Bidder will deliver from within Pakistan, the prices shall be quoted in Pakistani Rupees, unless otherwise specified in the BDS.

		b) For Services and related services that the Bidder will deliver from outside Pakistan, or for imported parts or components of Services and related services originating outside Pakistan, the Bid prices shall be quoted in any freely convertible currency of another country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies.
	16.2	For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	16.3	Bidders shall indicate details of their expected foreign currency requirements in the Bid.
	16.4	Bidders may be required by the Procuring Agency to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the SCC are reasonable and responsive to **ITB 16.1.**
17. Bid Validity Period	17.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline prescribed by the Procuring Agency. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive. The period of Bid validity will be determined from the complementary bid securing instrument i.e. the expiry period of bid security or bid securing declaration as the case may be.
	17.2	Under exceptional circumstances, prior to the expiration of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the period of validity of their Bids only once, for the period not more than the period of initial bid validity. The request and the Bidders responses shall be made in writing or in electronic forms that provide record of the content of communication. The Bid Security provided under **ITB 18** shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security or causing to be executed its Bid Securing Declaration. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security or Bid Securing Declaration for the period of the extension, and in compliance with **ITB 18** in all respects.
	17.3	If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the contract price may be adjusted by a factor specified in the request for extension. However, the Bid evaluation shall be based on the already quoted Bid Price without taking into consideration on the above correction.
18. Bid Security or Bid Security	18.1	Pursuant to **ITB 11**, unless otherwise specified in the **BDS**, the Bidder shall furnish as part of its Bid, a Bid Security in form of

Declaration		fixed amount not exceeding five percent of the estimated value of procurement determined by the procuring agency and in the amount and currency specified in the **BDS** or Bid Securing Declaration as specified in the BDS in the format provided in **Section VI (Standard Forms)**.
	18.2	The Bid Security or Bid Securing Declaration is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **ITB 18.9**.
	18.3	The Bid Security shall be denominated in the local currency or in another freely convertible currency, and it shall be in the form specified in the BDS which shall be in any of the following: a) a bank guarantee, an irrevocable letter of credit issued by a Scheduled bank in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency and valid for twenty-eight (28) days beyond the end of the validity of the Bid. This shall also apply if the period for Bid Validity is extended. In either case, the form must include the complete name of the Bidder; b) a cashier's or certified cheque; or c) another security if indicated in the **BDS**
	18.4	The Bid Security or Bid Securing Declaration shall be in accordance with the Form of the Bid Security or Bid Securing Declaration included in **Section VI (Standard Forms)** or another form approved by the Procuring Agency prior to the Bid submission
	18.5	The Bid Security shall be payable promptly upon written demand by the Procuring Agency in case any of the conditions listed in **ITB 18.9** are invoked.
	18.6	Any Bid not accompanied by a Bid Security or Bid Securing Declaration in accordance with **ITB 18.1** or **18.3** shall be rejected by the Procuring Agency as non- responsive, pursuant to **ITB 28**.
	18.7	Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, however in no case later than thirty (30) days after the expiration of the period of BidValidity prescribed by the Procuring Agency pursuant to **ITB 17**. The Procuring Agency shall make no claim to the amount of the Bid Security, and shall promptly return the Bid Security document, after whichever of the following that occurs earliest: a) the expiry of the Bid Security; b) the entry into force of a procurement contract and the provision of a performance security (or guarantee), for the performance of the contract if such a security (or guarantee), is required by the Biding documents; c) the rejection by the Procuring Agency of all Bids; d) the withdrawal of the Bid prior to the deadline for the submission of Bids, unless the Biding documents stipulate

		that no such withdrawal is permitted
	18.8	The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract pursuant to ITB 41, or furnishing the performance security (or guarantee), pursuant to ITB 42
	18.9	The Bid Security may be forfeited or the Bid Securing Declaration executed: *a) if a Bidder:* i) withdraws its Bid during the period of Bid Validity as specified by the Procuring Agency, and referred by the bidder on the Form of Bid except as provided for in ITB 17.2; or ii) does not accept the correction of errors pursuant to ITB 30.3; or *b) in the case of a successful Bidder, if the Bidder fails:* i) to sign the contract in accordance with ITB 41; or ii) to furnish performance security (or guarantee) in accordance with **ITB 42.**
19. Alternative Bids by Bidders	19.1	Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic Bidder's technical design as indicated in Schedule of Requirements/ToR. Alternatives will not be considered, unless specifically allowed for in the **BDS**. If so allowed, **ITB 19.2** shall prevail.
	19.2	When alternative schedule for delivery of Services is explicitly invited, a statement of that effect will be included in the **BDS** as will the method for evaluating different schedule for delivery of Services.
	19.3	If so allowed in the **BDS**, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must also submit a Bid that complies with the requirements of the Bidding Documents, including the basic technical design as indicated in the specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including technical specifications, breakdown of prices, and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bidder conforming to the basic technical requirements (without altering the bid price) shall be considered by the Procuring Agency.
20. Withdrawal, Substitution, and Modification of Bids	20.1	Before bid submission deadline, any bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and the corresponding substitution or modification must accompany the respective written notice.
	20.2	Bids requested to be withdrawn in accordance with **ITB 20.1** shall be returned unopened to the Bidders.
21. Format and Signing of Bid	21.1	The Bidder shall prepare an original and the number of copies of the Bid as indicated in the BDS, clearly marking each

		"ORIGINAL" and "COPY," as appropriate. In the event of any discrepancy between them, the original shall prevail: Provided that except in Single Stage One Envelope Procedure, the Bid shall include only the copies of technical proposal.
	21.2	The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.
	21.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
D. Submission of Bids		
22. Sealing and Marking of Bids	22.1	In case of ***Single Stage One Envelope Procedure***, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. **Note:** *The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule- 27 (a) of PPR-2026*
	22.2	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address given in the BDS; and b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 23.1**.
	22.3	In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under: a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope. b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in Sub- Clause 21.2.

	22.4	The inner and outer envelopes shall: a) be addressed to the Procuring Agency at the address provided in the Bidding Data; b) bear the name and identification number of the contract as defined in the Bidding Data; and provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data. pursuant to **ITB 23.1**. c) In addition to the identification required in Sub- Clause 21.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to Clause **ITB.24**
	22.5	If all envelopes are not sealed and marked as required by ITB 22.2, ITB 22.3 and ITB 22.4 or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
23. Deadline for Submission of Bids	23.1	Bids shall be received by the Procuring Agency no later than the date and time specified in the **BDS**.
	23.2	The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with **ITB 9**, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the new deadline.
24. Late Bids	24.1	The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23.
	24.2	Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.
25. Withdrawal of Bids	25.1	A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.
	25.2	Revised bid may be submitted after the withdrawal of the original bid in accordance with the provisions referred in ITB 22.
E. Opening and Evaluation of Bids		
26. Opening of Bids	26.1	The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance.
	26.2	First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is

		read out at bid opening.
	26.3	Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
	26.4	Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
	26.5	Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.
	26.6	In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
	26.7	The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.
	26.8	Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
	26.9	Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to

		send a representative or to point out any un- read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
	26.10	No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to ITB 24.
	26.11	The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable, including any discounts and alternative offers and the presence or absence of a Bid Security or Bid Securing Declaration.
	26.12	The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
	26.13	A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
	26.14	In case of Single Stage Two Envelop Bidding Procedure, after the evaluation and approval of technical proposal the procuring agency, shall at a time within the bid validity period, publically open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders subject to redress of the grievances from all tiers of grievances.
27. Confidentiality	27.1	Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
	27.2	Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
	27.3	Notwithstanding ITB 27.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
28. Clarification of Bids	28.1	To assist in the examination, evaluation and comparison of Bids (and post-qualification if applicable) of the Bidders, the Procuring Agency may, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
	28.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure,

		no change in the prices or substance of the Bid shall be sought, offered, or permitted, whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB 31.
	28.3	28.3 The alteration or modification in THE BID which in any affect the following parameters will be considered as a change in the substance of a bid: a) evaluation & qualification criteria; b) required scope of work or specifications; c) all securities requirements; d) tax requirements; e) terms and conditions of bidding documents. f) change in the ranking of the bidder
	28.4	From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
29. Preliminary Examination of Bids	29.1	29.1 Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid: a) meets the eligibility criteria defined in ITB 3 and ITB 4; b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) has been properly signed; d) is accompanied by the required securities; and e) is substantially responsive to the requirements of the Bidding Documents. The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.
	29.2	A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one that: - a) affects in any substantial way the scope, quality, or performance of the Services; b) limits in any substantial way, inconsistent with the Bidding Documents, the Procuring Agency's rights or the Bidders obligations under the Contract; or c) if rectified, would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
	29.3	The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided in the Bid. If any of these documents or information is missing, or is not provided in accordance with the Instructions to Bidders, the Bid shall be rejected.

	29.4	29.4 The Procuring Agency may waive off any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. ***Explanation:*** *A minor informality, non-conformity or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a Bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Procuring Agency either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is advantageous to the Procuring Agency. Examples of minor informalities or irregularities include failure of a bidder to –* *a. Submit the number of copies of signed bids required by the invitation;* *b. Furnish required information concerning the number of its employees;* c. *the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.*
	29.5	Provided that a Technical Bid is substantially responsive, the Procuring Agency may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any such aspect of the technical Proposal linked with the ranking of the bidders. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
	29.6	Provided that a Technical Bid is substantially responsive, the Procuring Agency shall rectify quantifiable nonmaterial nonconformities or omissions related to the Financial Proposal. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or nonconforming item or component.
	29.7	If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be evaluated for complete technical responsiveness.
30. Examination of Terms and Conditions; Technical Evaluation	30.1	The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

	30.2	The Procuring Agency shall evaluate the technical aspects of the Bid submitted in accordance with **ITB 22**, to confirm that all requirements specified in **Section V – Schedule of Requirements/ToR,** of the Bidding Documents have been met without material deviation or reservation.
		If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive in accordance with **ITB 29**, it shall reject the Bid.
31. Correction of Errors	31.1	Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub- totals shall prevail and the total shall be corrected; and c) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern. d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
	31.2	The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with, the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 18.9.**
32. Conversion to Single Currency	32.1	To facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices are payable. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial part of) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
	32.2	The currency selected for converting Bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **BDS**.
33. Evaluation of Bids	33.1	The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive, pursuant to ITB 29.

	33.2	In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of Statement of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
	33.2	The Procuring Agency's evaluation of a Bid will take into account: a) in the case of Services rendered by local firm in Pakistan or Services from foreign origin firm already registered in Pakistan, Income Tax, General Sales Tax and other similar/applicable taxes, which will be payable on the Services if a contract is awarded to the Bidder; b) in the case of Services of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the Services if the contract is awarded to the Bidder; and
		In evaluating the Bidders, the evaluation committee will, in addition to the Bid price quoted in accordance with ITB 15.1, take account of one or more of the following factors as specified in the BDS, and quantified in ITB 32.5: i. Cost of inland transportation, insurance, and other costs within the Pakistan incidental to delivery of the Services to their final destination. ii. delivery schedule offered in the Bid; iii. deviations in payment schedule from that specified in the Special Conditions of Contract; iv. the cost of components, mandatory spare parts, and service; v. other specific criteria indicated in the TBS and/or in the Technical Specifications.
	33.5	For factors retained in BDS, pursuant to ITB 33.4 one or more of the following quantification methods will be applied, as detailed in the BDS: *a) Delivery schedule.* i) The Services covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the BDS, will be added for evaluation to the Bid price of Bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements/ToR. *b) Deviation in payment schedule.* i) Bidders shall state their Bid price for the payment schedule outlined in the SCC. The Procuring Agency will not consider the alternative payment schedule offered by the Bidder.

		c) *Specific additional criteria.* Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **BDS** and/or the Technical Specifications.
	33.6	If these Bidding Documents allow Bidders to quote separate prices for different Lots, and the award to a single Bidder of multiple Lots, the methodology of evaluation to determine the lowest evaluated Lot combinations, including any discounts offered in the Form of Bid, is specified in the **BDS**.
34. Domestic Preference	34.1	If the **BDS** so specifies, the Procuring Agency will grant a margin of preference to certain Services in line with the rules, regulations, regulatory guides or instructions issued by the Authority from time to time.
35. Determination of Most Advantageous Bid	35.1	In case where the Procuring Agency adopts the Cost Based Evaluation Technique and, the Bid with the lowest evaluated price from amongst those which are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
	35.2	The Procuring Agency may adopt the Quality & Cost Based Selection Technique due to the following two reasons: i) Where the Procuring Agency knows about the main features, usage and output of the products; however not clear about the complete features, technical specifications and functionalities of the Services to be procured and requires the bidders to submit their proposals defining those features, specifications and functionalities; or ii) Where the Procuring Agency, in addition to the mandatory requirements and mandatory technical specifications, requires parameters specified in Evaluation Criteria to be evaluated while determining the quality of the Services: In such cases, the Procuring Agency may allocate certain weightage to these factors as a part of Evaluation Criteria, and may determine the ranking of the bidders on the basis of combined evaluation in accordance with provisions of Rule 2(1)(h) of PPR-2004.
36. Post-qualification of Bidder and/or Abnormally Low Financial Proposal	36.1	After determining the Most Advantageous Bid, if neither the pre-qualification was undertaken separately nor any qualification parameters were undertaken as part of determining the Most Advantageous Bid, the Procuring Agency shall carry out the post-qualification of the Bidder using only the requirements specified in the BDS. In case of International Tendering, the parameters for incorporation or licensing within Pakistan may be fulfilled as part of post qualification.
	36.2	Where the Bid price is considered to be abnormally low, the Procuring Agency shall perform price analysis either during determination of Most Advantageous Bid or as a part of the post-

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

	36.5	Procuring Agency may seek "Certificate for Independent Price Determination" from the Bidder and the results of reference checks may be used in determining award of contract. *Explanation: The Certificate shall be furnished by the bidder. The bidder shall certify that the price is determined keeping in view of all the essential aspects such as raw material, its processing, value addition, optimization of resources due to economy of scale, transportation, insurance and margin of profit etc.*
	36.6	An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring Agency will proceed to the next ranked bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
F. Award of Contract		
37. Criteria of Award	37.1	Subject to ITB 36 and 38, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has been declared as Most Advantageous Bidder, provided that such Bidder has been determined to be: a. eligible in accordance with the provisions of ITB 3; b. is determined to be qualified to perform the Contract satisfactorily; and c. Successful negotiations have been concluded, if any.
38. Negotiations	38.1	Negotiations may be undertakenwith the Most Advantageous Bid relating to the following areas: a. a minor alteration to the technical details of the statement of requirements; b. reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the Biding documents; c. a minor amendment to the special conditions of Contract; d. finalizing payment arrangements; e. delivery arrangements; f. the methodology for provision of related services; or g. clarifying details that were not apparent or could not be finalized at the time of Bidding;
	38.2	Where negotiation fails to result into an agreement, the Procuring Agency may invite the next ranked Bidder for negotiations. Where negotiations are commenced with the next ranked Bidder, the Procuring Agency shall not reopen earlier negotiations.
39. Procuring Agency's Right to reject All Bids	39.1	Notwithstanding ITB 37, the Procuring Agency reserves the right to reject all the bids, and to annul the Bidding process at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of

		those grounds.
	39.2	Notice of the rejection of all Bids shall be given promptly to all Bidders that have submitted Bids.
	39.3	The Procuring Agency shall upon request communicate to any Bidder the grounds for its rejection of its Bids, but is not required to justify those grounds.
40. Procuring Agency's Right to Vary Quantities at the Time of Award	40.1	The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of Services or related services originally specified in these Bidding Documents (Schedule of Requirements/ToR) provided this does not exceed by the percentage indicated in the **BDS**, without any change in unit price or other terms and conditions of the Bid and Bidding Documents.
41. Notification of Award	41.1	Prior to the award of contract, the Procuring Agency shall issue a Final Evaluation Report giving justification for acceptance or rejection of the bids.
	41.2	Where no complaints have been lodged, the Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid Validity period in writing or electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Agency will pay the successful Bidder in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price).
	41.3	The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security (or guarantee) in accordance with **ITB 43** and signing of the contract in accordance with **ITB 42.2**.
	41.4	Upon the successful Bidder's furnishing of the performance security (or guarantee) pursuant to **ITB 43**, the Procuring Agency will promptly notify each unsuccessful Bidder, the name of the successful Bidder and the Contract amount and will discharge the Bid Security or Bid Securing Declaration of the Bidders pursuant to **ITB 18.7**.
42. Signing of Contract	42.1	Promptly after notification of award, Procuring Agency shall send the successful Bidder the draft agreement, incorporating all terms and conditions as agreed by the parties to the contract.
	42.2	Immediately after the Redressal of grievance by the GRC, and after fulfillment of all conditions precedent of the Contract Form, the successful Bidder and the Procuring Agency shall sign the contract.
	42.3	Where no formal signing of a contract is required, purchase order issued to the bidder shall be construed to be the contract.
43. Performance Security (or Guarantee)	43.1	After the receipt of the Letter of Acceptance, the successful Bidder, within the specified time, shall deliver to the Procuring Agency a Performance Security (or Guarantee) in the amount and in the form stipulated in the BDS and SCC, denominated in the

		type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.
	43.2	If the Performance Security (or Guarantee) is provided by the successful Bidder and it shall be in the form specified in the BDS which shall be in any of the following: a) certified cheque, cashier's or manager's cheque, or bank draft; b) irrevocable letter of credit issued by a Scheduled bank or in the case of an irrevocable letter of credit issued by a foreign bank, the letter shall be confirmed or authenticated by a Scheduled bank; c) bank guarantee confirmed by a reputable local bank or, in the case of a successful foreign Bidder, bonded by a foreign bank; or d) surety bond callable upon demand issued by any reputable surety or insurance company. Any Performance Security (or guarantee) submitted shall be enforceable in Pakistan.
	43.3	Failure of the successful Bidder to comply with the requirement of ITB 43.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may make the award to the next ranked Bidder or call for new Bids.
44. Advance Payment	44.1	The advance payment will not be provided in normal circumstances. However, in case where international incoterms are involved, the same will be dealt with standard international practices and in the manner as prescribed in ITB 44.2.
	44.2	44.2 The Procuring Agency will provide an Advance Payment as stipulated in the Conditions of Contract, subject to a maximum amount, as stated in the BDS. The Advance Payment request shall be accompanied by an Advance Payment Security (Guarantee) in the form provided in Section IX. For the purpose of receiving the Advance Payment, the Bidder shall make and estimate of, and include in its Bid, the expenses that will be incurred in order to commence Delivery of Services. These expenses will relate to the purchase of equipment, machinery, materials, and on the engagement of labor during the first month beginning with the date of the Procuring Agency's "Notice to Commence" as specified in the SCC.
45. Arbitrator	45.1	The Arbitrator shall be appointed by mutual consent of the both parties as per the provisions specified in the SCC.
46. Corrupt & Fraudulent Practices	46.1	Procuring Agencies (including beneficiaries of Government funded projects and procurement) as well as Bidders/Service Providers/Services Provider s under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts, and will avoid to engage in any corrupt and fraudulent practices.

G. Grievances Redressal & Compliant Review Mechanism		
47. Constitution of Grievance Redressal	47.1	Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.
48. GRC Procedure	48.1	Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.
	48.2	Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of the announcement of technical evaluation report and five days after issuance of final evaluation report.
	48.3	In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.
	48.4	In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
	48.5	The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.
	48.6	Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the Prescribed fee.
	48.7	The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
	48.8	The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
	48.9	The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
	48.10	The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.
H. Mechanism of Blacklisting		

49. Mechanism of Blacklisting	49.1	The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or SERVICE PROVIDER who either: i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration;
	49.2	The show cause notice shall contain: (a) precise allegation, against the bidder or Services Provider ; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or SERVICE PROVIDER from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or SERVICE PROVIDER from participating in public procurements of all the procuring agencies.
	49.3	The procuring agency shall give minimum of seven days to the bidder or SERVICE PROVIDER for submission of written reply of the show cause notice
	49.4	In case, the bidder or SERVICE PROVIDER fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or Services Provider / authorize representative of the bidder or SERVICE PROVIDER and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
	49.5	In case the bidder or SERVICE PROVIDER submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or SERVICE PROVIDER for personal hearing.
	49.6	The Procuring Agency shall give minimum of seven days to the bidder or SERVICE PROVIDER for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or Services Provider , if availed
	49.7	The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
	49.8	The Procuring Agency shall communicate to the bidder or SERVICE PROVIDER the order of debarring the bidder or SERVICE PROVIDER from participating in any public procurement with a statement that the bidder or SERVICE PROVIDER may, within thirty days, prefer a representation against the order before the Authority.
	49.9	Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or

		bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
	49.10	The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition
	49.11	The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
	49.12	The Authority on the basis of decision made by the committee either may debar a bidder or SERVICE PROVIDER from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET (BDS)

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

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
A. Introduction		
1.	**1.1**	Name of Procuring Agency: **Pakistan Real Estate Investment and Management Company (Pvt) Ltd – PRIMACO** *on behalf of EOBI, Government of Pakistan.* The subject of procurement is: **Group Health Insurance of PRIMACO Employees.** Period for delivery of Services: **Original Contract Period initially for a period of One Year (01 year) with possibility of further Extension for Two years (02 years) on yearly basis subject to mutual concurrence and satisfactory performance of the Service Provider.** Commencement date for delivery: **Following the date mentioned in Letter of Acceptance (LOA).**
2	**2.1 & 2.2**	Financial year for the operations of the Procuring Agency: **2026-27** Name and identification number of the Contract: **PRIMACO/P&C/Group Health Insurance/14/01/2026**
3.	**3.1**	Maximum number of members in the joint venture, consortium or association shall be: **N/A (Not Applicable)**
4.	**4.1**	Ineligible country(s) is or are **India & Israel**
B. Bidding Documents		
7.	**7.2**	Bids shall be submitted exclusively through PPRA/EPADS V2.00 (www.epads.gov.pk). No manual/physical submission shall be accepted.
8.	**8.1**	The address for clarification of Bidding Documents is: **All Clarifications must be lodged and dealt with on the PPRA/EPADS V2.00 Portal against the said procurement.**
9.	**8.5**	**Pre-Bid Meeting**: Not Required
C. Preparation of Bids		
10.	**10.1**	The Language of all correspondences and documents related to the Bid is: **English**
11.	**11.1**	**Documents constituting Bid:** a) Standard Forms of Bidders response as illustrated in **Section VI.**

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
		b) Documentary evidence established in accordance with **ITB 13** that the Bidder is eligible and/or qualified for the subject bidding process c) Bid Securing Declaration furnished in accordance with **ITB 18**; d) Duly Notarized Power of Attorney authorizing the signatory of the Bidder to submit the bid.
12.	**11.1(b)**	Detail of sample(s) to be submitted with the Bid are: **N/A**
13.	**11.2 (b)**	Characteristics : **N/A**
14.	**11.1 (h)**	In addition to the documents stated in **ITB 11,** the following documents must be included with the Bid: **N/A**
15.	**12.3 (c)**	Other procurement specific documentation requirements are: **N/A**
16.	**12.4**	Spare parts required for of years of operation: **N/A**
17.	**13.3 (b)**	The Eligibility and Qualification criteria required from Bidders in **ITB 13.3(b)** read with **BDS 17,** are as follows: a) Complete Company Profile/Credentials duly supported with relevant documentary evidence. b) Bidder must provide valid NTN and Sales Tax registration and be on the Active Taxpayers List (ATL) for Income Tax and Sales Tax in the province where services are rendered. c) Bidder must submit an original affidavit on stamp paper/e-stamp paper stating that the Bidder is not blacklisted by any Government / Autonomous Bodies. d) The Bidder must submit Client Performance Certificates for at least Five (05) similar contracts. e) The Bidder must have a minimum of 20 years of experience in the health insurance business, duly supported by a valid Certificate of Registration/Incorporation evidence establishing the commencement of its business operations. f) The Bidder must have a minimum paid-up capital of at least PKR 03 billion or above, duly supported by its audited Financial Statements for the financial year 2025–26. g) The Bidder must have an annual turnover of at least PKR 03 billion or above, duly supported by its audited Financial Statements for the financial year 2025–26, with the turnover clearly reflected in the audit report. h) The Bidder must have provided health insurance to at least 15 corporate or public-sector clients, each covering more than 100 employees and their dependents, duly supported by a client list with contact details. i) The bidder must hold **AA+ or above** rating assigned by PACRA/JCR-VIS Ratings, duly supported by a valid credit rating certificate issued by the respective rating agency. j) The Bidder must have a panel of at least 500 hospitals across Pakistan providing healthcare services under a credit facility, duly supported by a comprehensive list of panel hospitals indicating their names, locations, and contact details. k) The Bidder must possess a valid **ISO 9001:2015 Quality Management System Certification**, issued by an accredited certification body, duly supported by a copy of the certificate.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
18.	**15**	The Bid Prices and discounts quoted by the Bidder in the Form of Bid and in the Price Schedules shall conform that all items and allied services are Delivery Duty Paid at Procuring Agency's designated Project Sites.
19.	**15.8**	The price shall be fixed.
20.	**16.1 (a)**	a) For Services and related supplementary services originating in Pakistan the currency of the Bid shall be ***Pakistani Rupees***
21.	**17.1**	The Bid Validity period shall be ***Ninety (90)* days.**
22.	**18.1**	Bid Security Declaration: **Not Allowed**
23.	**19.1**	Alternative Bids to the requirements of the Bidding Documents **Not Allowed**
24.	**21.1**	Bids shall be submitted exclusively through PPRA/EPADS V2.00 (www.epads.gov.pk). No manual/physical submission shall be accepted.
25.	**21.2**	**Bidder's Authorization:** Written confirmation of authorization are: On authorizing agency's letterhead. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid
		D. Submission of Bids
26.	**22.2 (a)**	Bids shall be submitted **as per E-Pak Procurement Regulations 2023 at PPRA/**EPAD V2.00 System (www.epads.gov.pk). No manual/physical submission shall be accepted.
27.	**22.2 (b)**	Title of the subject Procurement or Project name: **Group Health Insurance of PRIMACO Employees** Tender Inquiry No: PRIMACO/P&C/Group Health Insurance/14/01/2026
28.	**23.1**	The deadline for Bid submission is a) **Day***: Thursday* b) **Date***: 05th November 2026* c) **Time***: 1100 Hours*
		E. Opening and Evaluation of Bids
29.	**26.1**	The Bid opening shall be conducted through PPRA/EPADS V2.00. Bidders wishing to witness the opening may attend at: 2nd Floor, PRIMACO Office, EOBI House, G-10/4, Mauve Area, Islamabad. a) **Day***: Thursday* b) **Date:** ***05th November 2026*** c) **Time:** ***1130 Hours***

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

SECTION IV. ELIGIBLE COUNTRIES

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

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

SECTION V: SCHEDULE OF REQUIREMENTS/TOR

5.1. GENERAL

The Procuring Agency (PRIMACO/EOBI) intends to engage a well-established, experienced, and financially sound Service Provider for the provision of comprehensive Group Health Insurance for PRIMACO employees and their eligible dependents.

The Service Provider shall be responsible for providing comprehensive health insurance coverage, including hospitalization, medical treatment, and other benefits as specified in the bidding documents.

The scope of services shall include, but shall not be limited to, the following major responsibilities:.

5.2. SCOPE OF SERVICES

The scope of work shall include but shall not be limited to the following major responsibilities.

A. Procuring Entity has 66 employees with a total of 281 lives, subject to increase or decrease, to be insured for hospitalization. The employees of Procuring Entity have been distributed in 02 different categories as follows:-

S.No.	Category	Classification of Category	Employees	Spouses	Children
1.	**Category A**	Assistant Managers and above	15	16	37
2.	**Category B**	Assistant & below	51	47	115
		Total	66	63	152
		Grand Total	**281**		

B. Currently Procuring Agency has presence in Islamabad; however, services will be required all over Pakistan,

C. The detail of employees and its dependents in all 02 categories shall be provided by the Procuring . The number of lives is subject to increase or decrease (e.g. new joiners, leavers, births, marriages and deaths etc.)

D. Eligible Medical Expenses (including but not limited) to be covered from ANNUAL HOSPITALIZATION LIMITS shall include Hospitalization & Day Care Treatment as Follows except for Serial No. 06:

01	**HOSPITALIZATION CARE:** Required all medical expenses including: ▪ Daily room and board charges/registration charges, ▪ ICU charges, ▪ Operation theater charges, ▪ Physician's/Surgeon charges. Visiting Surgeon, ▪ Surgical Operation charges including pre-operative investigations & preparation, Anesthetist fee, consultant's fee, medicines and drugs, diagnostic tests, blood and oxygen supplies, screw/rod & supplies required during surgery. Removal screw/rod including necessary expense. ▪ Miscellaneous charges: drugs, dressings and medicines prescribed by the attending physician, intravenous injections and solutions, laboratory examinations and other diagnostic procedures, administration of blood plasma, including the cost of blood and blood plasma and any fluids administered during surgery, general nursing services and local road ambulance charges and, Meal/extra meal charges, non-medical stuff/items for patient only like tissue papers, gloves, pampers etc. & tax on payment. ▪ Pre & Post Hospitalization expenses: The expenses incurred before and after hospital admission will also cover 30 days each for same disease irrespective checkups from different Doctor's/hospitals including diagnostic tests, consultation & medicines. ▪ Multiple surgeries/procedures during one hospitalization will be allowed within relevant (IP/DD) limit. ▪ All pre-existing cases(Disclosed/Undisclosed) without any additional charges.

	▪ Coverage for Newborn babies soon after birth (if required). ▪ Congenital/birth defects coverage for all insured members including newborn baby. ▪ Coverage of auto immune diseases if hospitalization required. ▪ Mental health disease, inpatient treatment.
02	**MAJOR MEDICAL CARE/DREAD DISEASE:** ▪ Dread Disease Limit includes all kinds of treatment "all consultations, investigation, inpatient treatment and medicine expenses, payment of diagnostic tests/SI for diagnosis purposes, all kind of therapy. All drugs (registered/unregistered) prescribed by a treating doctor/surgeon for the treatment of DD, including for preventive treatment/medicines, investigation etc. will be reimbursed from the DD Limit. The following major diseases will be covered under Dread Disease Limit: 1. Management of acute myocardial infarction/heart attack/Cardiac Attest/Coronary Artery Bypass Grafting (CABG)/Open heart surgeries, Heart Valve Replacement, Angioplasty including the cost of stent(s), PDA device & Percutaneous Trans-Mitral Commissurotomy or PTMC or Balloon Mitral Valvotomy or BMV. ▪ Pacemaker (instrument, installation and treatment) ▪ All type of angioplasty. ▪ Corona Treatment (IP/OPD Treatment/injections/tablets etc.) ▪ Cerebro-Vascular Accidents(CVA Stroke) ▪ Management of all type of Malignancies (Cancer & Tumors) ▪ Management of Renal Failure (Kidney failure) including dialysis ▪ Major Organ Transplant such as Kidney, Liver, Lung(s), Heart, Bone marrow, cost of organ and donor not included. ▪ Major burns ▪ HIV Aids Complex ▪ Multiple Sclerosis/Paralysis ▪ Liver Cirrhosis ▪ Hepatitis "B" & "C", (Injection/tablet) ▪ Chronic lung disease (ILD) / (UIP CIP IPF) ▪ Chronic liver disease ▪ Paralysis
03	**MATERNITY CARE:** ▪ All medical expenses incurred from day first of pregnancy to childbirth including: ▪ Gynecologist fee, labor room/ operation theatre charges & Anesthetist fee, cost of epidural, blood cross match, IVF-C injection etc. ▪ Fee/charges of visiting Gynecologist. ▪ Miscarriage, medicines, diagnostic tests, baby nursing care, circumcision of baby boy, daily room rent charges, antenatal and postnatal, D&C and D&E, miscellaneous charges. ▪ Antenatal nine months & postnatal 30 days. Antenatal nine-month expense will be reimbursed regularly during pregnancy before delivery with all necessary medicines & vitamins/supplements etc. ▪ Charges made by a physician or licensed midwife for delivery. ▪ D&C not related to the maternity will be covered under the hospitalization benefit. ▪ Coverage of more than one case in a policy year such as normal delivery, C/Section or D&C within annual maternity limit.
04	**SPECIALIZED INVESTIGATIONS:** IPD Policy's standard specialized investigations coverage includes, but is not limited to: ❖ **Scopes - All types including but not limited to:** ▪ Gastroscopy ▪ Endoscopy ▪ Bronchoscopy ▪ Colonoscopy

- **Scans -** All types including but not limited to:
  - MRI
  - CT Scan
  - Thyroid Scan
  - Renal Scan
  - Thallium Scan
  - PET Scan
  - Bone Scan (only for cancer pts)
  - Carotid Doppler
  - Barium Mea
  - Barium Enema
  - CT Angio
  - Dexa Scan
- **Conduction Studies**
  - NCS/EMG
  - EEG
- **Graphic Studies:**
  - Coronary Angiography
  - Mammography
  - Doppler Sonography
- **ETT**
- **EEG**
- **Echo/Stress Echo**
- **Holter Monitoring**
- **OCT**
- **FFA**
- **COVID Test (HRCT/PCR)**
- **Ultrasound**

05 **DAY CARE CASES / SURGERIES (HOSPITALIZATION):**

- Emergency room treatment/short stay in emergency room for any kind of disease.
- Cataract surgeries(Including IOL) as per recommendation of treating surgeon including medicines etc. charges. (IOL quality as per surgeon's recommendation).
- Glaucoma surgery/treatment coverage.
- Laser corrective procedure for errors of refraction (LASIK, Femto Lasik (Lasik ReLEx SMILE Procedure etc.).
- Pre/post charges of all kinds of eye surgeries.
- All types of eye injections like Avastin, Lucentis etc.
- CXL, YAG AND PRP LASER for eye conditions.
- All medically necessary eye procedures under local anesthesia (LA), e.g. Pterygium (blurring vision), Nasolacrimal duct blockage.
- Chalazion, painful internal, external hordeolum etc.
- Any eye disorder leading towards vision impairment e.g. retinal detachment, peri retinal membrane, keratoconus, squint surgery.
- All types of injections for arthritis/joint pain, PRP, Spinal pain treatment & Orthopedic pain Management etc.
- Circumcision for minor child up to age of seven (07) years.
- Painful Sebaceous Cyst.
- USG guided Abscess drainage/Biopsy.
- Painful Ganglion.
- Endoscopic Ultrasound procedure.
- Dialysis.
- Lithotripsy (for kidney stones).
- Chemotherapy.
- Radiotherapy.
- Painful/infected in grown toenail (IGTN).

	▪ Infected cases(Abscess/cyst) Incision/drainage. ▪ Painful Lipoma, and painful planter warts. ▪ Carpel Tunnel Syndrome Surgery/day-care orthopedic procedures such as POP Back slabs. ▪ Cubital Tunnel Syndrome Surgery. ▪ Treatment of fractures, lacerated wounds & Minor operations. ▪ Emergency Dental treatment due to accidental injuries within 48 hours. ▪ Emergency room treatment for accident/non-accident cases e.g. minor ailments, first-aid & dressing etc. ▪ Excision of all type of biopsies e.g. breast and Thyroid and other cancers ▪ Dressings for extensive burns ▪ Hemorrhoid laser procedure ▪ Band ligations for piles. ▪ Foreign body removals from throat. ▪ RFA procedure (Radio Frequency Ablation) for abnormal electrical conductivity of heart. ▪ Dog bite treatment includes injection.
06	**OUTDOOR PATIENT (OPD)** Required all medical expenses of OPD including: ▪ All kind of consultation fee, medicines, diagnostic tests, lab tests, X-ray, Covid Vaccination etc. as prescribed by treating doctor/surgeon/specialist (registered/unregistered) will be payable from OPD Limit including checkups of different diseases. ▪ Consultation fee written on prescription. ▪ Mental health treatment. ▪ All types of therapies charges like physiotherapy, speech therapy etc. ▪ All medicated lotions/creams/spray etc. as well as medicines for skin/acne, allergy diseases. ▪ Dental treatment covered as per actual of the OPD limit, including dental consultation fee, Medicines and drugs & acute medical disease of gums, extractions, RCTs, Scaling and filling. ▪ Preventive cure vaccination for adults & children. ▪ Homeopathic Doctor fee and medicine. ▪ Eyesight testing, consultation fee and Optical. ▪ In case the OPD amount remained unclaimed during the contract period, it will be returned to the Procuring Agency or rolled over / added to next year to OPD amount in case of extension as directed by Employer.
07	The Employer will require all stipulated services / coverage and any deviation from such coverage will not be acceptable.

5.3 Schedule of Requirement:

1. 100% coverage for the policy for hospitalization, Major Medical/dread Disease limit and other applicable limits for insured members.
2. The insurance company shall not ask for the reason of availing treatment at non-panel hospital. All kind of admissions/treatment at non-panel hospital shall be allowed without prior approval. No deductions shall be made from reimbursement cases of non-panel hospital due to comparison of rates with panel hospital.
3. Insurance company shall not refuse any admission request from panel hospital recommended by treating specialist/surgeon/physician or any qualified doctor and also approve well in time (not more than 30 minutes) without any kind of requirement from patient. This will be applicable on all admission cases emergency admissions & elective.
4. The insurance company shall ensure that all kind of approvals to panel hospitals in respect of insurance coverage shall be given in as demanded by hospital and well in time, so the admitted patient and their dependents should not suffer due to non-availability of full approvals or delayed approvals.
5. Admissions for control of blood pressure and diabetes are also allowed and covered.
6. All the available limits as per coverage plan shall be printed on insurance/health cards information and record of the employees and health cards shall be provided within 15

working days after issuance of acceptance letter. However, in case of non-issuance of health cards at the time of inception of policy the insurance company shall facilitate the insured persons as per list provided.

7. The insurance company shall ensure that all kind of objections shall be intimated to concerned focal person timely. Once the objection has been replied in the form of documentary evidence or information or clarified verbally (if required) it will be settled without further delay and objection. In such cases response time is 15 days.
8. The insurance company shall be responsible to provide list of pending reimbursement claims to the focal person on monthly basis. Meetings shall be held on quarterly basis between the insurance company representative and focal person to settle the disputed claims/issues.
9. Newborn babies (healthy and non-healthy), born during the policy period will be considered covered by insurance company automatically from their date of birth and full separate insurance limit will be issued as per policy. Insurance company will approve treatment required at any panel hospital after birth.
10. In case of emergency, a non-insured shall not be refused for addition and treatment.
11. Insurance company is bound to facilitate if admission recommended by treating doctor for any kind of biopsy & scopey.
12. Implant related surgeries and treatment will be covered up to respective Hospitalization limit.
13. For regular medications being taken by patients with conditions like high blood pressure, diabetes, heart disease etc., a copy of the prescription will be acceptable for the reimbursement of claim.
14. There will be no time limit for submitting claims, claims can be submitted at any time during the policy period.
15. Gynecology related matters, other than maternity shall be settled/covered from another relevant Limit.
16. All kind of Eye surgeries, including but not limited to Cataract surgeries (IOL), LASIK, ReLEx SMILE Procedure etc. will be treated as per recommendation of treating surgeon/physician, including pre & post-surgery treatment/consultation, medicines, lab test etc. IOL cost will be approved as recommended by treating doctor/surgeon.
17. Detailed note/notes of treating doctor will not be demanded by the insurance company for reimbursement of claims. 1
18. Reimbursement of claims would not be delayed/withheld due to the reason "Panel Bill Awaited".
19. For all kinds of dread disease, the tests whether positive or negative (initial for diagnosis purpose, against which the treatment initiated and test after the treatment) shall also be covered from DD Limit.
20. In case of fake / fraudulent inflated claim reported by insurance company, a formal letter or email would be required along with relevant facts/proof duly signed & stamped from relevant hospital/clinic on their letterhead. However, actual claim incurred shall be liable to be paid by the insurance company.
21. Gynecologist and/or obstetrician will be eligible for C-Section.
22. Treatment of a married female employee/spouse other than maternity care, relevant limit of the same will be used, such as IP/Dread Disease/Specialized Investigation /OPD.
23. IVF C injections will be covered / reimbursed under the maternity limit only after the female employee/spouse becomes pregnant.
24. Treatment/investigation for secondary infertility is payable from OPD limit.
25. Insurance company shall not hold the reimbursement of claims due to required justification for treatment/procedure or "medical necessity".
26. Diagnosis/doctor's notes for prescribed medicines will not be mandatory.
27. Antibiotics will be allowed from OPD limit as prescribed by doctor.
28. All treatment methods including KKT Treatment etc. will be covered from OPD/IP limit

(as per requirement).

29. Congenital birth defects are covered for all insured &newborn babies.
30. Specialized investigation shall be payable including required medication/injections etc.
31. Premium for addition/deletion will be paid after closing of policy period.
32. Treatment from a visiting surgeon will be permitted at the panel hospital for all applicable benefits and will be adjusted or paid as appropriate.
33. No additional premium/ loading will be allowed other than per person premium decided for the addition of any new family or family member during policy year including parents, spouse & newborn baby.
34. Premium for newborn baby will be charged on prorate basis without any loading.
35. Addition & deletion of employees and family members will be charged & refunded at prorate basis and per person basis (Per day calculation) applicable on IPD & OPD separately. Refund premium is subject to no claim. In case of only dependent deletion during policy year, premium will be refunded on prorate subject to no claim.
36. Addition & deletion dates will be communicated by PRAL and will be acceptable by the insurance company without any further documentary requirement.
37. Disclosed/undisclosed all pre-existing conditions will be covered for all existing insured members and new entrants during policy year including newborn babies, from all benefits, i.e. Hospitalization limit, Dread Disease limit, maternity limit, SI limit, OPD limit & GEL/Pool limit.
38. Insured member means Employee, spouse, children & parents.
39. Premium rate/unit rate for each category shall be an employee, spouse, children & parents.
40. PMDC/NCT etc. number of doctor(s) is not mandatory for re-imbursement of any claim.
41. Online system (Portal) for Checking details of PRAL claims detail i.e. utilization of OPD claims and Inpatient claims on "as and when required basis" through web portal for PRAL Management and also have mobile app (preferably) for employee's use to track remaining insurance limit & claim status.
42. Special procedure i.e. instant facilitation to handle emergency cases efficiently.
43. 24/7 operational helpline and Customer Care Department supported by preferably minimum two (02) qualified doctors.
44. Facility to manage client through personalized health cards.
45. "Turnaround Time" for Claims settlement should not be more than **15 calendar days**.
46. All kind of matters not covered above or dispute if any regarding approval for admissions and settlement of claims will be settled mutually and amicably.

SECTION VI: STANDARD FORMS (BIDDERS RESPONSE SCHEDULES)

Form 1: Form of Bid

Form 2: **P**rice Schedule

Form 3: Form of Qualification Information

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

A. Form 1: Form of Bid

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

Date:

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this_____day of_____20_____.

*(Name)*_____ *[signature]*

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

B. Form 2: Price Schedule

Summary of Price Schedules

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

S.N.	Classification of Category	Employees (1)		Spouses (2)		Children (3)	
		Strength in Nos.	Amount (Rs.)	Strength in Nos.	Amount (Rs.)	Strength in Nos.	Amount (Rs.)
1.	**Category - A** Assistant Managers & above	15		16		37	
2.	**Category - B** Assistants & below	51		47		115	
Total Strength per Category		**66 Nos.**		**63 Nos.**		**152 Nos.**	
(A) - Total Premium (OPD) - (Rs.) – *including Service charges*							
(B) - Total Premium (IPD) - (Rs.)							
Admin Surcharge – (Rs.)							
FIF @ 1% - (Rs.)							
Stamp Duty – (Rs.)							
Other Taxes (if any) – (Rs.)							
Gross Premium in PKR ***(including all Premiums, Taxes, Duties, etc.).***							

IMPORTANT NOTES

1. The premium of the Policy shall be paid on a quarterly basis, in advance, except for the fourth (04th) quarter, which shall be paid after the settlement of all Claims.
2. Premium for subsequent additions and deletions will be cleared at the end of the policy period on Pro-Rata Basis.
3. All payments will be made in Pakistani Rupees, with all applicable taxes included.
4. Benefits and category-wise Employee strength are detailed in Form 2.1 (preceding page).

Benefits – Group Health Insurance

(Form 2.1)

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

S.No.	Description	Category-A (Rs.)	Category-B (Rs.)
1.	Hospitalization Limit (Per Employee Per Person - Per Annum)	500,000/-	400,000/-
2.	Room Rent Rate	Private Room	18,000
3.	Maternity (Normal)	150,000/-	120,000/-
4.	Maternity (Cesarean)	225,000/-	175,000/-
5.	**General OPD Pool** (per Family)	**3,000,000/-**	

EMPLOYEES STRENGTH (Category Wise)

S.No.	Category	Classification of Category	Employees	Spouses	Children
1.	**Category A**	Assistant Managers and above	15	16	37
2.	**Category B**	Assistants & below	51	47	115
		Total	66	63	152
		Grand Total	**281**		

C. Form 3: Form of Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

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

Place of registration: *[insert]*

Principal place of business: *[insert]*

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

1.2

a. Complete Company Profile/Credentials duly supported with relevant documentary evidence.
b. Bidder must provide valid NTN and Sales Tax registration and be on the Active Taxpayers List (ATL) for Income Tax and Sales Tax in the province where services are rendered.
c. Bidder must submit an original affidavit on stamp paper/e-stamp paper stating that the Bidder is not blacklisted by any Government / Autonomous Bodies.
d. The Bidder must submit Client Performance Certificates for at least Five (05) similar contracts.
e. The Bidder must have a minimum of 20 years of experience in the health insurance business, duly supported by a valid Certificate of Registration/Incorporation evidence establishing the commencement of its business operations.
f. The Bidder must have a minimum paid-up capital of at least PKR 03 billion or above, duly supported by its audited Financial Statements for the financial year 2025–26.
g. The Bidder must have an annual turnover of at least PKR 03 billion or above, duly supported by its audited Financial Statements for the financial year 2025–26, with the turnover clearly reflected in the audit report.
h. The Bidder must have provided health insurance to at least 15 corporate and/or public-sector clients, each covering more than 100 employees and their dependents, duly supported by a client list with contact details.
i. The bidder must hold AA+ or above rating assigned by PACRA/JCR-VIS Ratings, duly supported by a valid credit rating certificate issued by the respective rating agency.
j. The Bidder must have a panel of at least 500 hospitals across Pakistan providing healthcare services under a credit facility, duly supported by a comprehensive list of panel hospitals indicating their names, locations, and contact details.
k. The Bidder must possess a valid ISO 9001:2015 Quality Management System Certification, issued by an accredited certification body, duly supported by a copy of the certificate.

Pattern for Response

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

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

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

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

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

~~We, the undersigned, declare that:~~

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

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

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

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

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

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

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

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

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

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

SECTION VII: GENERAL CONDITIONS OF THE CONTRACT (GCC)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

		(v) **"Sub-consultants"** means an entity to whom/which the Service Provider subcontracts any part of the Services while remaining solely liable for the execution of the Contract. (w) **"Third Party"** means any person or entity other than the Government, the Procuring Agency, the Service Provider or a Sub-consultant. (x) **"Title of Procurement",** it refers to object of procurement.
2. Application and interpretation	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
	2.2	In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa; and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.
	2.3	The documents forming the Contract shall be interpreted in the following order of priority: 1) Form of Contract, 2) Special Conditions of Contract, 3) General Conditions of Contract, 4) Letter of Acceptance, 5) Certificate of Contract Commencement 6) Specifications 7) Services Provider 's Bid, and 8) Any other document listed in the Special Conditions of Contract as forming part of the Contract.
	2.4	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Service Provider/ Service Provider. The Service Provider, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Conditions Precedent	3.1	Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: - a) Submission of performance Security (or guarantee) in the form specified in the SCC; b) Furnishing of Advance Payment Unconditional Guarantee.
	3.2	If the Condition precedent stipulated on GCC Clause 3.1 is not met by the date specified in the SCC this contract shall not come into effect;
	3.3	If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied

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

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

11. Effectiveness of Contract	11.1	This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Service Provider instructing the Service Provider to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
12. Termination of Contract for Failure to Become Effective	12.1	If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1	The Service Provider shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
14. Expiration of Contract	14.1	Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
15. Entire Agreement	15.1	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16. Modifications or Variations	16.1	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
	16.2	In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
17. Force Majeure	17.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
a. Definition	17.2	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
	17.3	Force Majeure shall not include insufficiency of funds or

		failure to make any payment required hereunder.
b. No Breach of Contract	17.4	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
c. Measures to be Taken	17.5	A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	17.6	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
	17.7	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	17.8	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either: a. demobilize, in which case the Service Provider shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or b. continue with the Services to the extent reasonably possible, in which case the Service Provider shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
	17.9	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49.
18. Suspension	18.1	The Procuring Agency may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Service Provider of such notice of suspension.
19. Termination	19.1	This Contract may be terminated by either Party as per provisions set up below:
a. By the Procuring Agency	19.1.1	The Procuring Agency may terminate this Contract in case of

		the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Service Provider in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f): (a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; (b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49 (d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) If the Service Provider fails to confirm availability of Key Experts as required in Clause GCC 13.
	19.1.2	If the Service Provider, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Service Provider, terminate the Service Provider's employment under the Contract.
b. By the Service Provider	19.1.3	The Service Provider may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause. (a) If the Procuring Agency fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Service Provider that such payment is overdue. (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.

		(d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Procuring Agency of the Service Provider's notice specifying such breach.
c. Cessation of Rights and Obligations	19.1.4	Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
d. Cessation of Services	19.1.5	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Procuring Agency, the Service Provider shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e. Payment upon Termination	19.1.6	Upon termination of this Contract, the Procuring Agency shall make the following payments to the Service Provider: (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43; (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.
20. General		
a. Standard of Performance	20.1	The Service Provider shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and

		safeguard the Procuring Agency's legitimate interests in any dealings with the third parties
	20.2	The Service Provider shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
	20.3	The Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.
b. Law Applicable to Services	20.4	The Service Provider shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
21. Conflict of Interests	21.1	The Service Provider shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
a. Service Provider Not to Benefit from Commissions, Discounts, etc.	21.1.1	The payment of the Service Provider pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Service Provider's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Service Provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service Provider shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
	21.1.2	Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
b. Service Provider and Affiliates Not to Engage in Certain Activities	21.1.3	The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Service Provider's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
c. Prohibition of Conflicting Activities	21.1.4	The Service Provider shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. Strict Duty to Disclose Conflicting Activities	21.1.5	The Service Provider has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to

		disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. ***Confidentiality***	22.1	Except with the prior written consent of the Procuring Agency, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. ***Liability of the Service Provider***	23.1	Subject to additional provisions, if any, set forth in the **SCC**, the Service Provider's liability under this Contract shall be as determined under the Applicable Law.
24. ***Insurance to be Taken out by the Service Provider***	24.1	The Service Provider (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Service Provider shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. ***Accounting, Inspection and Auditing***	25.1	The Service Provider shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
	25.2	Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its agents (where declared or not), sub-Services Provider s, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Service Provider's and its Sub-Services Provider s' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. Reporting Obligations	26.1	The Service Provider shall submit to the Procuring Agency the reports and documents specified in **SCC**, in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Procuring Agency in Report and Records	27.1	Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Service Provider for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.
	27.2	If license agreements are necessary or appropriate between the Service Provider and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Service Provider shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
28. Equipment, Vehicles and Materials	28.1	Equipment, vehicles and materials made available to the Service Provider by the Procuring Agency, or purchased by the Service Provider wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Service Provider, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.
	28.2	Any equipment or materials brought by the Service Provider or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Service Provider or the Experts concerned, as applicable.

29. Code of Conduct	29.1	The Procuring Agencies and the Service Provider are bound to follow the Code of Ethics issued by the Authority.
36. Assistance and Exemptions	36.1	Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to: (a) Assist the Service Provider with obtaining work permits and such other documents as shall be necessary to enable the Service Provider to perform the Services. (b) Assist the Service Provider with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (e) Assist the Service Provider and the Experts and any Sub-consultants employed by the Service Provider for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country. (f) Assist the Service Provider, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. (g) Provide to the Service Provider any such other assistance as may be specified in the SCC.
37. Access to the Project Site	37.1	The Procuring Agency warrants that the Service Provider shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Service Provider and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Service Provider or any Sub-consultants or the Experts of either of them.

38. Change in Applicable Law related to Taxes and Duties	38.1	If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.
39. Services, facilities and Property of the Procuring Agency	39.1	The Procuring Agency shall make available to the Service Provider and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Section V: Schedule of Requirement/ToR).
	39.2	In case that such services, facilities and property shall not be made available to the Service Provider as and when specified in **Schedule of Requirements**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services, (ii) the manner in which the Service Provider shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service Provider as a result thereof pursuant to Clause GCC 42.3.
40. Counterpart Personnel	40.1	The Procuring Agency shall make available to the Service Provider free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Service Provider's advice, if specified in **notification of award**.
	40.2	If counterpart personnel are not provided by the Procuring Agency to the Service Provider as and when specified in **sub-clause 5 of Section V: Schedule of Requirement**, the Procuring Agency and the Service Provider shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Service Provider as a result thereof pursuant to Clause **GCC 42.3.**
	40.3	Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is consistent with the position occupied by such member, the Service Provider may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. Payment Obligation	41.1	In consideration of the Services performed by the Service Provider under this Contract, the Procuring Agency shall make such payments to the Service Provider in such manner as is provided by **SCC 21**.
44. Taxes and Duties	44.1	The Service Provider, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
	44.2	As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Service Provider or are paid by the Procuring Agency on behalf of the Service Provider.
45. Currency of Payment	45.1	a) Any payment under this Contract shall be made in the currency(ies) specified in the **SCC 23.**
46. Mode of Billing and Payment	46.1	Not applicable
47. Interest on Delayed Payment	47.1	If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.1 (c), interest shall be paid to the Service Provider on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**
48. Good Faith	48.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
49. Amicable Settlement	49.1	Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.
	49.2	Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

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

SECTION VIII: SPECIAL CONDITIONS OF THE CONTRACT (SCC)

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

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

SCC Clause Number	GCC Clause Number	Amendments of, and Supplements to, Clauses in the GCC
		concurrence, past performance of the Service Provider, or unless GCC Clause 19 is invoked.
12.	21.1.3	**Conflict of Interest (GCC Clause 21)** The Procuring Agency reserves the right to determine on a case-by-case basis whether the Service Provider should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: **YES**
13.	23.1	**Limitation of the Service Provider's Liability towards Procuring Agency:** a. Except in the case of gross negligence or willful misconduct on the part of the Service Provider or on the part of any person or a firm acting on behalf of the Service Provider in carrying out the Services, the Service Provider, with respect to damage caused by the Service Provider to the Procuring Agency's property, shall not be liable to the Procuring Agency: i) for any indirect or consequential loss or damage; and ii) for any direct loss or damage that exceeds two times the total value of the Contract;
15.	26.	**Reporting Obligations: Not Applicable**
16.	27.1	**Proprietary Rights:** As indicated SCC 15.
17.	27.2	The Service Provider shall not use contract deliverables, as stated above in SCC 15, for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
18.	28	Equipment, Vehicles and Materials: As stated in Schedule of Requirements/ToRs Section – V.
19.	29.1	The Service Provider is required to have a Code of Conduct for Experts as per the policy of the Authority.
20.	36.1	Except sub-clause (a) rest are not applicable.
21.	41.1	**Payment Terms:** **a.** The policy premium shall be paid in advance on a quarterly basis, effective from the date of signing by the CEO of PRIMACO, with the exception of the final installment, which shall be released upon completion of the contract period. Premiums for subsequent additions and deletions shall be settled either at the end of the policy period or on a quarterly basis, as instructed by the Employer. **b.** Performance shall be evaluated against agreed Key Performance Indicators (KPIs). **c.** No premium shall be payable in respect of an insured person after the date of deletion as communicated by the Employer. Any amount paid beyond that date shall be refunded to the Employer, effective from the date of notification. **d.** Applicable taxes shall be deducted in accordance with the law, unless a valid exemption certificate or SRO providing for non-deduction is furnished.
22.	44.1	Government of Pakistan prevailing tax tariff applicable.
23.	45.1	The currency [currencies] of payment shall be the following: **Pakistani Rupees**
24.	47.1	Interest Rate: **Not applicable**

SECTION IX: CONTRACT FORMS

A. Form 1: Notification of Award

[vide Procuring Agency designated official email id]

[date]

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

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

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

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

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

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

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

Anticipated thanks.

B. Form 2: Form of Contract

AGREEMENT

BETWEEN

PAKISTAN REAL ESTATE INVESTMENT & MANAGEMENT COMPANY (PVT) LIMITED.
With its registered office at 2nd Floor, EOBI House, Mauve Area, G-10/4, Islamabad, hereinafter called ***PRIMACO*** (The expression wherever the context admits shall mean to include its successors and assigns) of ONE PART.

AND

M/s. _____

With its registered Office at

_____

_____

(The Insurer)

FOR

HEALTH INSURANCE COVERAGE OF PRIMACO EMPLOYEES.

This agreement is made Between the Parties as above, AGREEING TO SIGN THIS DOCUMENT,

AFTER DUE PROCUREMENT PROCESS UNDERTAKEN BY THE PRIMACO, PARTICIPATED IN BY THE SECOND PARTY, , SIGNING LETTER OF ACCEPTANCE THEREOF, FULLY AGREEING TO THE TERMS AND CONDITIONS AS CONTAINED IN THE CONTRACT DOCUMENTS AND OTHER RELATED PROVISIONS / RELATED LAWS AND INTERNATIONAL BEST PRACTICES AIMED FACILITATING THE INSURED IN THE BEST POSSIBLE MANNER AND AGREEING TO PROVIDE PROBLEM FREE, PROMPT AND COMPETENT SERVICE.

1. All personal information and data coming into the knowledge of _____ during the course of provision of Health Insurance Services is and shall be of confidential nature and _____ and all its employees and affiliates shall not use or attempt to use or permit any other party to use such data or information or disclose or divulge such data or information to any party other than to a party specifically authorized by PRIMACO in writing. _____ and its employees shall not make any alteration whatsoever to any data or information given to it by PRIMACO.
2. Typing errors in spelling of names and/or numbers shall and must not prejudice the employees' right to claim and in the event of a claim, the records of PRIMACO shall be treated as final and conclusive.
3. Employees of PRIMACO with missing dates of birth or ages shall be provided coverage with the assumption that their ages are within the eligibility age limits.
4. Payment shall be made on quarterly basis, in advance for each quarter (except last quarter).
5. will provide health cards to all PRIMACO employees free of cost.
6. M/s. _____ will not charge extra premium / amend or cancel the policy / in the event of decrease of number of insured units in the policy from the date of inception.
7. Claim reimbursement duration will be to a maximum of 14 calendar days from the date of submission of claim subject to the furnishing of the required documents.
8. New limits will be provided for ongoing cases of Maternity & Dread Disease cases in the new policy.

9. Emergency admissions for established emergencies will be entertained on the recommendations / advice of doctor / specialist only and logically; with no need for the approval of M/s. _____. As per policy, _____ will be informed by client within 12-24 hours of such admission(s) at non-panel hospitals but at panel hospitals respective hospitals will be responsible for informing the _____.
10. Established emergency will be an emergency as per accepted medical practice and as declared by the concerned Doctor.
11. All Elective admissions at panel covered in the policy, will be allowed on the recommendations of Specialist Doctor/surgeon after _____ is informed by the client / HR / employee.
12. Refusal cases will be communicated to PRIMACO with proof / relevant policy clause / contract clause and in case refusal found not / unjustified, the whole of the claim will be borne by the M/s _____ as per the policy / insurance agreement.
13. Healthy and non-healthy newborn babies will be covered soon after birth on informing the company. This will be the responsibility of individual employee / PRIMACO HR.
14. Implant related surgery & hospitalization charges will be covered except charges of implant (in hospitalization) only at panel hospitals and where panel hospital is not available then from non-panel hospital, (if allowed by the company) and up to respective hospitalization limit.
15. Claim submission period during the policy for reimbursement cases will be maximum 90 days from the date of incurrence and subject to covering letter from HR providing reasons for delay.
16. Refund of premium for deletion of employees, as per policy shall be on prorate time period basis.
17. Premium for additions will be paid at the end of each quarter during which the additions take place.
18. The date of deletion of the employee will be communicated by PRIMACO.
19. M/s. _____ will be responsible for stoppage of benefits of the deleted employees as informed by PRIMACO and after the card is returned to _____. As long as the valid card is in the possession of PRIMACO or ex-employee any use/ misuse of the card will be PRIMACO's liability.
20. In case of deletion of dependent during the policy period, the premium of the deletion will be refunded on prorate time period basis.
21. All pre-existing cases (declared/undeclared) of all PRIMACO employees and their dependents will be covered at inception as well as on additions during the policy term.
22. Pre and Post hospitalization period shall be 30 days each.
23. Unit rate for each Category shall be an employee, spouse and children.
24. Medication / consultation during pregnancy will also be covered, under maternity head.
25. Dental treatment coverage, as per policy conditions, shall be **100% of the OPD** Limit for consultancy fee only.
26. Online system access shall be provided to PRIMACO to check details of PRIMACO patient admissions, inpatient claims / limits and OPD claims / limits.
27. M/s _____ shall communicate objection cases / deficiency with reference to documentations (on medical reimbursement claims) within 7 days of the submission date of claim.
28. Any denial of service to PRIMACO employee(s) at Panel Hospitals shall be considered as violation of contract unless _____ provides an acceptable reason to PRIMACO.
29. All rejected claims, without any justification (considered by PRIMACO), shall be rechecked / verified by mutual understanding through second opinion as per policy and referred to the CEOs of PRIMACO and _____ for dispute resolution.

30. Both parties agree to abide strictly by the terms and conditions mentioned herein. In case of any conflict between the terms & conditions of this contract and tender document, this contract will prevail.

31. In case of contradiction of any clause of contract with policy, the clause of this contract or **SECP vetted policy** (In case of company following SECP policy) will supersede. Where contract is silent, prevailing policy will hold valid.

32. Eye surgery – IOL will be of good quality standard lens as routinely used in leading hospitals of the city concerned.

33. **Termination of Contract**

This contract can be terminated upon thirty (30) days written notice, from either side by recorded delivery letter at last known address. After the termination of the contract the responsibilities of M/s _____ and M/s PRIMACO will be as follows:

a. **M/s _____ responsibilities**:

M/s _____ shall be bound to pay all registered medical claims (payable as per policy terms) till last day of the contract (as terminated). M/s _____ shall also be bound to refund unused premium to the insured where applicable as per policy guidelines. Any other refund amount as per Tender Documents.

b. **M/s PRIMACO's responsibilities**:

PRIMACO shall be bound to pay the premium amount calculated till final day of termination of the contract.

34. **Eligibility**

The employees eligible for assurance shall be those whose as per list of employees provided in plans A, B. for health benefits and dependents.

35. **PRIMACO Responsibility**

a. PRIMACO shall provide _____ with all the data and information required to calculate the premium payable.

b. PRIMACO shall also pay all the additions endorsements at the end of the Contract due premium for addition of employees and / or their dependents during the policy year.

c. PRIMACO shall encourage maximum panel utilization where available.

d. PRIMACO will designate a duly authorized focal person, Manager (HR&GAD) to coordinate and deal with M/s _____.

36. _____ **Responsibility**

M/s _____ shall provide smooth and uninterrupted health services at panel hospital as well as timely reimbursement of claims (within 14 calendar days, subject to provision of documents required by _____).

37. Settlement of Disputes / Amicable Settlement

The Parties shall use their best efforts to settle amicably, all disputes arising out of or in connection with this contract and / or Master Policy or the interpretation thereof, however if the parties do not come to an amicable settlement the matter shall be referred to Chief Executive Officers of PRIMACO and _____ whose decision shall be final and acceptable to both the parties.

38. **Right to Arbitration**

In case a dispute arises pertaining to the interpretation of law as well as that arising out of this contract and / or the Master Policy Document or in relation thereto or regarding the interpretation of any clause thereof shall be referred to an ARBITRATOR appointed with mutual consent of parties / understanding. However,

the proceedings shall be initiated under the provision and procedure assigned in Arbitration Act, 1940. The venue of the proceedings will be Islamabad.

39. **Governing Law**

40. This Agreement/Contract shall be governed under the laws of Islamic Republic of Pakistan, Contract Act 1872 and other related to the services and parties.

41. The _____ / Insurer will charge annual premium as per the Bid Documents and LOA.

42. The following special condition shall apply.

    a. The term of this agreement is ONE YEAR starting from the date of Signing of Contract i.e., _____. An information letter, to this affect, will be served by the Insurer (Second Party) to the PRIMACO 60 days prior to the expiry of this Contract.

    b. The Standard key performance Indexes / Indicators (KPI) shall be strictly monitored by the client & followed by you in the mutual interests of better services and repute of both the companies.

SIGNED BETWEEN THE PARTIES AT ISLAMABAD ON _____

Signature on behalf of _____	Signature on behalf of PRIMACO
The Insurer / Second Party	The Insured / First Party
Company Seal	Company Seal
_____	PRIMACO
WITNESS 1	**WITNESS 2**
Name: _____	Name: _____
Address: _____	Address: _____
CNIC: _____	CNIC: _____

C. Form 3: Performance Security Form

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

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

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

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

THE CONDITIONS of this obligation are:

1. If the Proposal

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

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

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

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

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

Name: …….. in the capacity of ……..

signed

_____

[Signature of the Bank]

Dated on …… day of …….. 2026