

SPECIAL STIPULATIONS FOR INSTRUCTION TO BIDDERS

The provisions, instructions and stipulations mentioned in this section will compliment, supplement or amend the provisions provided in the other sections of the RFP (Procurement Notice, Instructions to Bidders, Bid Data Sheet, Bid Forms, Annexures, Other Documents etc.).

Section I: Procurement Notice

Following are added in the procurement notice:

1. e-bids are invited from experienced vendors, having valid registration with tax and other relevant authorities. The bidders submitting their bids must be appearing on Active Taxpayers List (ATL) issued by Federal Board of Revenue (FBR), Government of Pakistan. **The bidders should be registered suppliers on the e-Pak Acquisition & Disposal System (EPADS) version 2.0** in order to participate in the subject tender.
2. The Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security/bid securing declaration, bid validity, opening of bids, evaluation criteria, clarification / rejection of bids, performance guarantee etc. can be accessed through EPADS or downloaded from PSW website (<https://www.psw.gov.pk/documents/tenders>).
3. An online pre-bid meeting is scheduled for **19th August 2026 at 1100 hrs.** as per details given below. Interested bidders may attend the pre-bid meeting at their own cost.

Microsoft Teams meeting Join:

<https://teams.microsoft.com/meet/456190526164103?p=HFFy931VZrO3XEuMZr>

Meeting ID: 456 190 526 164 103

Passcode: Cg6Vh2TA

4. Prospective bidders may request clarification on any aspect of the bidding documents by **23rd August 2026**. Prospective Bidders may send their queries via email at procurement@psw.gov.pk. Bidders are required to mention the RFP number (**PSW-PROC-25-26-Comms-532/P79693**) in the subject line of the emails for all correspondence related to the subject tender. Pakistan Single Window (PSW) will not be liable for any missed correspondence/email, including Bid Securing Declaration sent via email, where the RFP number is not mentioned in the subject line of the email.
5. **The bid securing declaration must be sent to PSW Procurement department via email at procurement@psw.gov.pk before technical bid opening deadline.** Technical Bids will be opened electronically on EPADS on the **same day at 1530 Hrs.** and details thereof shall be automatically visible to the participating bidders on their respective dashboard on EPADS therefore a technical bid opening meeting, to be attended by participating bidders, shall not be applicable. In case the day of bid submission and technical bid opening falls on a public holiday, next working day shall

be considered as the deadline for the same whereas the time, as published in the tender notice, shall remain the same.

Section II: Instructions to Bidders

1. Clause 7.1 "Clarifications" is amended as follows:

Clarifications of the bidding documents may be requested in writing through EPADS v2.0 or by sending email at Procurement@psw.gov.pk by any bidder till the deadline of sending queries i.e. **23rd August 2026**.

The procuring agency shall respond promptly and in writing to all clarifications received till the above mentioned deadline. The procuring Agency will respond by electronic mail to the clarifications. A consolidated matrix of all queries along with respective responses will be sent to all prospective bidders without disclosing the details of the bidders. An SMS/text message or phone call will not be regarded as a communication for the purpose of this RFP document and cannot be referred as such and shall not be deemed legally binding. PSW foresees that while clarifying a query, a bidder's identity may need to be disclosed due to the nature of the query, the bidder, in such case, will have no objection to such disclosure by PSW.

No bidder shall be allowed to alter or modify his bid after the bids have been opened however, the procuring agency may seek and accept clarification to the bid that do not change the substance of the bid, through EPADS v2.0.

1. Clause 7.3 "Clarifications" is amended as follows:

Should the Procuring Agency deem it necessary to amend the bidding document as a result of a clarification, it shall do so following the procedure under ITB 8.

2. Clause 7.6 "Clarifications" is amended as follows:

To assist in the examination, evaluation and comparison of Bids of the Bidders, the Procuring Agency may ask any Bidder for a clarification of its bid including breakdown of prices, through EPADS v2.0 or via official email. Any clarification submitted by a bidder that is not in response to a request by the Procuring Agency shall not be considered.

3. Clause 13 "Bid Prices" is amended as follows:

13.1. The Bids Prices quoted by the bidder in the Forms of Bid and in the price schedule shall conform to the requirements specified or exclusively mentioned hereafter in the bidding document.

13.2. All items in the Schedule of Requirements must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced and neither explicitly mentioned, their prices shall be construed to be included in the prices of other items.

13.3. The Bid price to be quoted in the Forms of Bid shall be the total price of the bid, excluding any discounts offered. Bidders shall place the original form of bid (signed & stamped, on bidder's letterhead) **without mentioning any prices or details of the financial proposal in their technical bid and a copy of the Form of Bid, with bid prices, in the financial proposal. Any bidder who discloses any prices or details related to the prices or financial proposal in its technical bid shall be disqualified.**

13.4. The bidder shall indicate on the appropriate Price Schedule, the unit prices (where applicable) and total bid price of the services, it proposes to provide under the contract.

13.5. Prices quoted by the bidder shall be fixed during the currency 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, unless otherwise price adjustment is permissible under Conditions of the Contract.

4. Clause 23 "Opening of Bids" is amended as follows:

Bids will be opened electronically on EPADS and details thereof shall be automatically visible to the participating bidders on their respective dashboard on EPADS therefore a technical bid opening meeting, to be attended by participating bidders, shall not be applicable.

5. Following Clause is added after Clause 31.1:

31.2 Unbalanced Financial Bids:

If PSW determines during financial evaluation that a financial bid is unbalanced i.e. had been front loaded or the prices of lump-sum or items whose quantities are mentioned and/or will factor in during financial evaluation have been reduced whereas prices of rate running or rate only items are increased in order to make the overall prices appear low, in such case the PSW will perform evaluation with quantities, as per its own estimates, of all rate running/rate only items to determine actual ranking after weeding out the factor of unbalanced prices.

Once the unbalanced bids have been determined, the PSW may:

- a) Reject the un-balanced bid; or
- b) Accept the bid with the prices determined by it after evaluating the actual ranking as mentioned above. The bidder, if awarded the contract, will be required to furnish the performance guarantee as per such determined prices.

Following Special Stipulations are added in the Instructions to Bidders:

- 1) Bidders who receive the RFP document shall send an acknowledgement to PSW by email at "procurement@psw.gov.pk". The acknowledgement shall have full contact details of its contact person. Any communication/response to the clarifications shall be shared with such provided contact person(s). PSW assumes no liability for non-receipt
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of communication/clarifications by such bidders who do not share the required contact details.

- 2) A Bid Securing Declaration, on bidder letterhead, as per format provided **Section "Additional Forms & Documents"**, shall be submitted to the Procurement Department of PSW via email at procurement@psw.gov.pk before the technical bid opening deadline. Any bid whose Bid Securing Declaration has not been submitted to the procurement department of PSW before the technical bid opening deadline shall not be considered and shall be rejected.
 - 3) The Bid Securing Declaration shall be executed in case of any of the following occurrence:
 - a) Bidder withdraws its bid after bid submission deadline and before expiry of bid validity;
 - b) Bidder refuses to rectify a discrepancy in submitted Bid Securing Declaration or Form of Bid;
 - c) Bidder refusing to accept correction of any arithmetical errors of its financial bid;
 - d) Successful bidder, failing to:
 - i) furnish the required Performance guarantee(s); and
 - ii) Sign the Contract.
 - 4) The Successful Bidder shall be required to submit a **Performance Guarantee** as per the amount mentioned in the BDS, in form of Bank Guarantee issued by a scheduled bank in Pakistan, as per format provided at **Section "Contract Forms"**. The Performance Guarantee shall be released, if the same is not claimed, forfeited or disputed, on expiration of the contract term and successful completion of all contractual formalities by the successful bidder.
 - 5) Within the original validity of the bids, PSW may request the bidders to extend their bid validity for another period not exceeding the original bid validity. Bidders who choose not to extend their bid validity as desired by PSW would be required to withdraw their bids and their bid securing declarations shall be discharged.
 - 6) In case of extension of bid validity, the bidders shall also extend the validity of their Bid Securing Declarations for the corresponding period of time.
 - 7) The language of the bids shall be English. Any printed literature/documents/certificates etc. furnished by the bidders in another language shall be accompanied by an English translation which shall govern for purposes of interpretation.
 - 8) PSW reserves the right to amend, modify, supplement or withdraw this RFP document or extend the deadline for submission of the bids at any time and to reject all received bids and annul this process without assigning any reason/cause and without assuming any liability or obligation on its part. All amendment(s) shall be part of the RFP document and binding on the bidders. PSW shall notify the amendment(s) in writing prior to the bid submission date.
 - 9) Bidders shall submit all relevant documents, in their bids, required to evaluate/assess the bidders as per the criteria mentioned in the RFP. Bidders shall be evaluated on the basis of the documents provided in the bids. Provision of relevant and
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clear/unambiguous documents shall be the responsibility of the bidders. Tender shall be awarded to the bidder who conforms to the mandatory requirements of the RFP and is the most advantageous bidder as per the evaluation criteria mentioned in this RFP.

- 10) The successful bidder shall be responsible for complying with all the local laws of Pakistan and fulfilling all requirements thereof.
- 11) The bids will be rejected if any shortcoming occurs in the following:
 - a. Signed "Form of Bid" with official stamp affixed on it is not submitted;
 - b. Bid Securing Declaration, as per required form and format, is not submitted to PSW Procurement Department before the deadline of opening of technical bids;
 - c. Bids submitted without tax (income and sales tax) registration certificates and bidder not appearing as active and operative on Active Taxpayer List (ATL) of the Federal Board of Revenue (FBR);
 - d. Form of Bid & Bid Securing Declaration is un-signed and/or the bid is partial or conditional;
 - e. Bidder has been found blacklisted or having actual or potential conflict of interest either with PSW or scope of this RFP;
 - f. Each bidder shall submit only one bid, multiple bid submissions, either jointly or severally, shall render the bidder disqualified;
 - g. Bidder engages in corrupt or fraudulent practices during the process;
 - h. In case of Single Stage – Two Envelop bidding process, contents of the financial bid are disclosed before opening of the financial bids; and
 - i. PSW has had documented adverse experience with the bidder or the quoted items/brand/products/services etc. in the last five years.
- 12) The bidders shall bear all costs/expenses associated with preparation and submission of the bids and/or attending any pre-bid meetings, and/or any demonstrations/presentations during bid evaluation. PSW shall in no case be responsible/liable for those costs/expenses.
- 13) Any bid submitted after deadline for submission of bids or Bid Securing Declaration submitted after bid opening time shall be rejected. Issues with internet/connectivity, electricity failure etc. for e-bid submission on ePADS or submission of Bid Securing Declaration via email shall not be accepted as an excuse for failure to submit/deliver the bid/Bid Securing Declaration at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of its bid/Bid Securing Declaration will be accomplished.
- 14) During examination and evaluation of the bids, PSW at its sole discretion may ask any bidder for clarifications of its bid. Request for clarification and the response shall be in writing/email. However, no change in substance of the bid shall be sought, offered or permitted after bid submission. Further, PSW may ask bidders for presentations, demos and/or samples of their offered goods, works or services/solutions, which bidders shall arrange the same at their own cost, and PSW may also contact/visit clients (existing or

past), verify past experience/projects and visit the premises and facilities of the bidders, with or without prior notice.

- 15) The successful bidder will sign a Contract and Non-Disclosure Agreement (NDA) (if applicable and provided in the RFP) with PSW as per draft provided in the RFP. All costs associated with entering into the said contract and NDA shall be borne by the successful bidder. In case the Successful Bidder fails or refuses to sign the NDA or the contract, its Bid Securing Declaration shall be executed and PSW may, at its sole discretion, award the contract to the next most advantageous bidder.
 - 16) The prospective Bidders may at the stage of pre-bid queries indicate any reservation(s) they may have in respect of any terms and conditions of the RFP document including draft Contract, except for the NDA (if applicable), and must provide alternative language to the particular clauses. Such reservation(s) may be taken into account or declined, at the sole discretion of PSW. No negotiations will be undertaken on the terms and conditions, having financial, commercial or legal implications, once bids have been submitted and Successful Bidder shall be required to sign the Contract and NDA (if applicable) with all its terms and conditions. Negotiations may only be conducted with the successful bidder, without changing the cost and scope of work and with a view to streamline the work execution, on methodology, work plan, staffing etc.
 - 17) PSW does not accept:
 - a) any responsibility arising in any way for any errors in or omissions from any information or for any lack of accuracy, completeness, currency or reliability of any data or information, including all written or oral information made available to the bidder or its advisers during the bidding process and responses to requests for information/clarification and questions raised by a bidder; or
 - b) any liability for any loss or damage suffered or incurred by the bidder or any other person, whether directly or indirectly, as a result of or arising out of that person placing any reliance on the information or its accuracy, completeness, currency or reliability.
 - 18) The bidders agree that:
 - a) they will conduct their own investigation and analysis regarding any information, statements or representations contained in the RFP and will rely on their own enquiries and seek appropriate professional advice;
 - b) they do not rely on any representation or warranty (express or implied) as to the accuracy, completeness, currency or reliability of the information.
 - 19) The decision of PSW shall be final and PSW will not be liable for any loss or damage to any party acting in reliance thereon.
 - 20) PSW reserves the right to blacklist any bidder and to execute their Bid Securing Declaration who breaches any terms and conditions of this RFP document.
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